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ACTS
OF THE
PARLIAMENT
OF THE
DOMINION OF CANADA

PASSED IN THE SESSION HELD IN THE
SEVENTH AND EIGHTH YEARS OF THE REIGN OF HIS MAJESTY
KING GEORGE V.

BEING THE
SEVENTH SESSION OF THE TWELFTH PARLIAMENT

*Begun and holden at Ottawa, on the Eighteenth day of January, 1917,
and closed by Prorogation on the Twentieth day of September, 1917.*



HIS EXCELLENCY THE MOST NOBLE
VICTOR CHRISTIAN WILLIAM, DUKE OF DEVONSHIRE
GOVERNOR GENERAL

VOL. II.
LOCAL AND PRIVATE ACTS

OTTAWA
PRINTED BY JOSEPH DE LABROQUERIE TACHÉ,
LAW PRINTER TO THE KING'S MOST EXCELLENT MAJESTY
ANNO DOMINI 1917



7-8 GEORGE V.

CHAP. 42.

An Act to incorporate The Cascade Scenic Railway Company.

[Assented to 29th August, 1917.]

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. (1) Thomas Russ Deacon, Hugh B. Lyall, Edgar J. Burleigh, John A. McCullough and Edward Anderson, all of the city of Winnipeg, in the province of Manitoba, together with such persons as become shareholders in the company, are hereby incorporated under the name of "The Cascade Scenic Railway Company," hereinafter called "the Company."

Incorporation.

Name.

(2). The railway of the Company is hereby declared to be a work for the general advantage of Canada.

Declaratory.

2. The persons named in section one of this Act shall be the provisional directors of the Company, a majority of whom shall be a quorum for the transaction of business, and they may forthwith open stock books, procure subscriptions of stock for the undertaking, make calls on stock subscribed and receive payments therefor, and shall deposit in a chartered bank in Canada all moneys received by them on account of stock subscribed or otherwise received by them on account of the Company, and may withdraw the same for the purpose of the Company only, and may do generally whatever is necessary to organize the Company.

Provisional directors.

Powers.

3. The head office of the Company shall be in the city of Winnipeg, in the province of Manitoba.

Head office.

Capital
stock.

4. The capital stock of the Company shall be two hundred and fifty thousand dollars divided into shares of one hundred dollars each.

Acquisition
of certain
rights and
privileges
authorized.

5. The Company may acquire by purchase or otherwise the privileges and rights which may be granted to Thomas R. Deacon of the city of Winnipeg, in the province of Manitoba, under the terms of an order in council dated the twenty-seventh day of February, 1915, whereby the Minister of the Interior of Canada was authorized to issue to the said Thomas R. Deacon a conditional license of occupation for the right of way, station grounds and rest houses in connection with the construction and operation of an incline railway up the face of the Cascade Mountain near Banff in the Rocky Mountains Park, in the province of Alberta, containing such clauses and conditions as the Minister of the Interior considers necessary and advisable.

Objects.

6. Subject to *The Dominion Forest Reserves and Parks Act*, or any amendments thereto, and to all regulations for the control and management of Dominion Parks now in force or which may hereafter be made from time to time, the Company may,—

Scenic and
funicular
railway.

(a) construct, acquire, own and operate a scenic or funicular railway on the Cascade Mountain in the Rocky Mountains Park in the province of Alberta, upon property leased or controlled by license or otherwise by the Company, for vehicles to run either on rails or by aerial cable, or in such other manner as may be desired, such vehicles being propelled either by steam, electricity, gasoline, water-power or by such other means as may be deemed most convenient and expedient, together with stations, telegraph and telephone poles for use only in the operation of said scenic or funicular railway or railways;

Passengers

(b) carry passengers, animals, baggage, parcels and personal effects on such scenic or funicular railway or railways for a monetary consideration;

Resting
places, etc.

(c) construct, acquire, own and operate places of rest and recreation, shelter and accommodation, including the right to supply food and refreshments, photo cards, souvenirs and curios, and any article or articles in connection therewith, and make monetary charges therefor;

Refresh-
ments,
souvenirs,
etc.

Moving
pictures,
etc.

(d) subject to and as far as consistent with the laws of the province, furnish entertainment by means of moving pictures, gramophones, singing and talking machines, singing slides and stereopticon views, plays and acts, entertainments of every kind and description, and conduct places of entertainment and amusement for a monetary consideration;

- (e) acquire, construct, maintain, alter or otherwise deal with any buildings or works for the purposes of the Company. Buildings.

7. The Company may for the purposes of its undertaking,— Powers.

- (a) purchase, hold, assign, sell, transfer, mortgage or otherwise deal in shares of capital stock issued by any other corporation or corporations having objects altogether or in part similar to those of the Company; Shares in other companies.
- (b) amalgamate with companies or secure controlling interest in companies having objects altogether or in part similar to those of the Company; Amalgamation.
- (c) enter into any arrangement for the sharing of the profits, union of interest, co-operation, joint adventure, reciprocal concession, or otherwise, with any person or company as authorized, so as to directly or indirectly benefit the Company; Arrangements with other companies.
- (d) make, draw, accept, endorse, discount, execute and issue promissory notes and bills of exchange, or other negotiable or transferable instruments; Bills and notes.
- (e) acquire or undertake the whole or any part of the business, property and liabilities of any person or company carrying on any business which the Company is authorized to carry on; Acquisition of business of other companies.
- (f) apply for, purchase or otherwise acquire, any patents, licenses, concessions and the like, conferring any exclusive or non-exclusive, or limited rights to use, or any secret or other information as to any invention capable of being used for any of the purposes of the Company. Letters patent, etc.

8. (1) If authorized by by-law, sanctioned by a vote of not less than two-thirds in value of the subscribed stock of the Company represented at a general meeting duly called for considering the by-law, the directors may from time to time,— Borrowing powers.

- (a) borrow money upon the credit of the Company;
- (b) limit or increase the amount to be borrowed;
- (c) issue bonds, debentures or other securities of the Company for sums not less than one hundred dollars each to an amount not exceeding two hundred and fifty thousand dollars, and pledge or sell the same for such sums and at such prices as may be deemed expedient;
- (d) hypothecate, mortgage, or pledge the real or personal property of the Company, or both, to secure any such bonds, debentures or other securities, and any money borrowed for the purposes of the Company;

(2) Nothing in this section contained shall limit or restrict the borrowing of money by the Company on bills of exchange Bills and notes.

or promissory notes made, drawn, accepted or endorsed by or on behalf of the Company.

Subject to
Board.

9. In so far as relates to the construction, maintenance and operation of any railway authorized by this Act, the Company shall be subject to the jurisdiction of the Board of Railway Commissioners for Canada, and to such portions of the *Railway Act* and any amendments thereto as the said Board may from time to time by order apply to such railway.

R.S., c. 79
to apply.

10. Part II of the *Companies Act*, except subsection one of section one hundred and twenty-one thereof, shall, so far as applicable and not varied by this Act, apply to the Company.

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to the King's most Excellent Majesty.



7-8 GEORGE V.

CHAP. 43.

An Act to incorporate The English Valley and Hudson Bay Railway Company.

[Assented to 29th August, 1917.]

WHEREAS a petition has been presented praying that Preamble.
it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. John G. G. Kerry, of the city of Toronto, in the province of Ontario, civil engineer, Hugh Alexander Stewart, one of His Majesty's counsel learned in the law, William Harris Kyle, merchant, Hezekiah Allen Clark, dental surgeon, and Edwin Livingston Weatherhead, insurance agent, all of the town of Brockville, in the said province, together with such persons as become shareholders in the company hereby incorporated, are incorporated under the name of "The English Valley and Hudson Bay Railway Company," hereinafter called "the Company." Incorporation.
Name.

2. The persons named in section one of this Act are constituted provisional directors of the Company. Provisional directors.

3. The capital stock of the Company shall be one million dollars. No one call thereon shall exceed ten per cent on the shares subscribed. Capital stock.

4. The head office of the Company shall be in the city of Toronto, in the county of York, in the province of Ontario. Head office

5. The annual meeting of the shareholders shall be held on the first Tuesday in September. Annual meeting.

Directors. **6.** The number of directors shall be not less than five nor more than nine, one or more of whom may be paid directors.

Line of railway described. **7.** The Company may lay out, construct and operate a railway of the gauge of four feet eight and one-half inches, from a point at or near Brereton Station, on the main line of the National Transcontinental Railway, in the province of Manitoba, to a point on the English river, in the province of Ontario, between the easterly boundary of Manitoba and the 94th meridian of longitude.

Consent of municipalities or other authority. **8.** The Company shall not construct or operate its railway along any highway, street or other public place without first obtaining the consent, expressed by by-law, of the municipality having jurisdiction over such highway, street or other public place, and if there is no such municipality, then without first obtaining the consent of the authority having jurisdiction over such highway, street or other public place, and upon the terms to be agreed upon with such municipality, or such other authority.

Issue of securities. **9.** The securities issued by the Company shall not exceed thirty thousand dollars per mile of the railway, and may be issued only in proportion to the length of railway constructed or under contract to be constructed

Agreements with other companies for sale, lease or amalgamation. **10.** Subject to the provisions of sections three hundred and sixty-one, three hundred and sixty-two and three hundred and sixty-three of the *Railway Act*, the Company may, for any of the purposes specified in the said section three hundred and sixty-one, enter into agreements with the Canadian Pacific Railway Company, the Kenora and English River Railway Company, and as regards the National Transcontinental Railway, with the Minister of Railways and Canals.



7-8 GEORGE V.

CHAP. 44.

An Act to incorporate The Kenora and English River Railway Company.

[Assented to 25th July, 1917.]

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. William Miller, banker, Alfred LeRoy Williams, gentleman, Erie Miller, accountant, Charles Flatt, mechanical engineer, and Arthur Albert Macdonald, barrister-at-law, all of the city of Toronto, Ontario, together with such persons as become shareholders in the company, are hereby incorporated under the name of "The Kenora and English River Railway Company," hereinafter called "the Company." Incorporation.
Name.

2. The persons named in section one of this Act are constituted provisional directors of the Company. Provisional directors.

3. The capital stock of the Company shall be two million dollars. No one call thereon shall exceed ten per cent on the shares subscribed. Capital stock.

4. The head office of the Company shall be in the city of Toronto. Head office.

5. The annual meeting of the shareholders shall be held on the second Tuesday in September. Annual meeting.

6. The number of directors shall be not less than five nor more than nine, one or more of whom may be paid directors. Directors.

Railway
authorized.

7. The Company may lay out, construct and operate a line of railway, of the gauge of four feet, eight and one-half inches, commencing at a point on the Canadian Pacific Railway near Dryden in the district of Kenora in the province of Ontario, thence northerly to a point on the Transcontinental Railway west of Superior Junction, thence northerly and westerly crossing the English River west of Lac Seul, thence northerly and westerly in the district of Patricia, thence westerly and southerly to and in the province of Manitoba to the city of Winnipeg in the said province.

Securities.

8. The securities issued by the Company shall not exceed forty thousand dollars per mile of the railway, and may be issued only in proportion to the length of railway constructed or under contract to be constructed.

Consent of
municipal-
ities or other
authority.

9. The Company shall not construct or operate its railway along any highway, street or other public place without first obtaining the consent, expressed by by-law, of the municipality having jurisdiction over such highway, street or other public place, and if there be no such municipality, then without first obtaining the consent of the authority having jurisdiction over such highway, street or other public place, and upon the terms to be agreed upon with such municipality or such other authority.

Telegraphs
and
telephones.

R.S., c. 37.

10. (1) The Company may, subject to the provisions of the *Railway Act*, construct and operate telegraph and telephone lines upon its railway, and establish offices for and undertake the transmission of messages for the public, and collect tolls therefor; and for the purposes of operating such lines, or exchanging or transmitting messages, may, subject to the provisions of the *Railway Act*, enter into contracts with any companies having telegraph or telephone powers, and may connect its own lines with the lines of, or may lease its own lines to, any such companies.

(2) No toll or charge shall be demanded or taken for the transmission of any message, or for leasing or using the telegraphs or telephones of the Company, until it has been approved of by the Board of Railway Commissioners for Canada, which may also revise such tolls and charges.

R.S., c. 126.

(3) Part II of the *Telegraphs Act*, except such portions thereof as are inconsistent with the *Railway Act*, or with this Act, shall apply to the telegraphic business of the Company.

Electric
and other
power.

11. For the purposes of its undertaking, and subject to the provisions of section two-forty-seven of the *Railway Act*, the Company may acquire, but not by expropriation, electric or other power or energy, which may be

transmitted and delivered to any place in the municipalities through which the railway is constructed; and may receive, transform, transmit, distribute and supply such power or energy in any form, and may dispose of the surplus thereof, and may collect rates and charges therefor; but no such rate or charge shall be demanded or taken until it has been approved of by the Board or Railway Commissioners for Canada, which Board may also revise such rates and charges. R.S., c. 37.

12. Nothing in this Act or in the *Telegraphs Act* shall authorize the Company to construct or operate any telegraph or telephone lines, or any lines for the purpose of distributing electricity for lighting, heating or motor purposes, or disposing of surplus power generated by the Company's works and not required for the undertaking of the Company, upon, along or across any highway, street or public place, without first obtaining the consent, expressed by by-law, of the municipality having jurisdiction over such highway, street or public place, or if there is no such municipality, then without first obtaining the consent of the authority having jurisdiction over such highway, street or public place, and upon terms to be agreed on with such municipality or such other authority, or to sell, dispose of or distribute power or energy within or for use within the limits of any municipality, without the consent, expressed by by-law, of such municipality. Consent of municipalities or other authority for lines upon highways, etc.
R.S., c. 126.

13. The Company may, for the purposes of its undertaking, construct, acquire or lease buildings for hotels or restaurants along its railway and may carry on such business in connection therewith as tends to the comfort and convenience of the travelling public; and may lay out, manage and lease parks and summer pleasure resorts with the approval, expressed by by-law, of the municipality having jurisdiction over the place in which such parks and summer pleasure resorts are situated, and upon terms to be agreed upon with such municipality. Hotels, parks, etc.

14. The Company may, for the purposes of its undertaking, construct, acquire, charter and navigate steam and other vessels for the conveyance of passengers, goods and merchandise; and may construct, acquire and dispose of wharfs, docks, elevators, warehouses, offices and other structures to be used to facilitate the carrying on of business in connection therewith, and may carry on the business of warehousemen and wharfingers; and charge wharfage and other dues for the use of any such property. Vessels, wharfs, docks, etc.

15. In addition to the securities authorized by section eight of this Act, the directors, if previously authorized as Borrowing.

prescribed by section one-thirty-six of the *Railway Act*, may, from time to time, borrow moneys for the acquisition, construction, extension, or development of any such properties, assets, or works, other than the railway, as the Company is authorized to acquire, construct or operate; and to provide for the repayment of moneys so borrowed, may issue bonds, debentures, debenture stock, perpetual or terminable, or other securities; but such bonds, debentures, debenture stock or other securities shall not exceed in amount the value of the properties, assets or works, in respect whereof the issue is made.

Agreement
for sale,
lease or
amalgama-
tion of
railway.

16. Subject to the provisions of sections three-sixty-one, three-sixty-two and three-sixty-three of the *Railway Act*, the Company may enter into agreements with all or any of the companies hereinafter named for any of the purposes specified in the said section three-sixty-one, such companies being The Grand Trunk Pacific Railway Company, The Canadian Pacific Railway Company, The Algoma Eastern Railway Company, The English Valley and Hudson Bay Railway Company, The Canadian Northern Railway Company, and The Canadian Northern Ontario Railway Company, and may also enter into similar agreements with the Minister of Railways and Canals with respect to The National Transcontinental Railway.

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to the King's most Excellent Majesty.



7-8 GEORGE V.

CHAP. 45.

An Act respecting The Athabaska Northern Railway Company.

[Assented to 25th July, 1917.]

WHEREAS The Athabaska Northern Railway Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1905, c. 57;
1907, c. 62;
1909, c. 46;
1911, c. 36;
1913, c. 65;
1915, c. 31.

1. The Athabaska Northern Railway Company may commence the construction of its railway from the city of Edmonton, in the province of Alberta, northerly to a point at or near Athabaska Landing on the Athabaska river, as authorized by section eight of chapter fifty-seven of the statutes of 1905, and expend fifteen per cent of the amount of its capital stock thereon, within two years after the passing of this Act, and may complete the said railway and put it in operation within five years after the passing of this Act; and if the said railway is not so commenced and such expenditure is not so made, or if the said railway is not completed and put in operation, within the said periods respectively, the powers of construction conferred upon the said company by Parliament shall cease and be null and void as respects so much of the said railway as then remains uncompleted.

Extension of
time for
construction.

2. Section one of chapter thirty-one of the statutes of 1915 is repealed.

Repeal.



7-8 GEORGE V.

CHAP. 46.

An Act respecting The British Columbia and White River Railway Company.

[Assented to 25th July, 1917.]

WHEREAS The British Columbia and White River Railway Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1911, c. 45;
1913, c. 75;
1915, c. 34.

1. The British Columbia and White River Railway Company may, within two years after the passing of this Act, commence the construction of its railway authorized to be constructed by chapter forty-five of the statutes of 1911, namely:—

Extension of
time for
construction.

“From a point in the province of British Columbia, on the international boundary, where the said boundary crosses Bear Creek, a tributary to the Chilkat river, or near thereto, and thence extending northwesterly towards the Alsek river, and thence through the Shakwak valley to Lake Kluane, and thence along Lake Kluane via the Donjek valley to the White river, and thence, by the most feasible route, to the international boundary between the Yukon Territory and Alaska, between the sixty-second and sixty-fourth parallels of latitude;” and shall, within the said two years, expend thereon, (including expenditure already made), an amount equal to fifteen per cent of its capital stock, and may complete the said railway and put it in operation within five years after the passing of this Act; and if, within the said periods respectively, the said railway is not so commenced and such expenditure is not so made, or the said railway is not completed and put in operation, the powers of construction conferred upon the said Company by Parliament shall

cease and be null and void as respects so much of the said railway as then remains uncompleted.

Repeal. **2.** Section one of chapter thirty-four of the statutes of 1915 is repealed.

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7-8 GEORGE V.

CHAP. 47.

An Act respecting The Calgary and Fernie Railway Company.

[Assented to 25th July, 1917.]

WHEREAS The Calgary and Fernie Railway Company has by its petition prayed that it be enacted as herein-after set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1906, c. 71;
1908, c. 89;
1910, c. 77;
1912, cc. 48, 72;
1913, c. 46;
1914, c. 75;
1915, c. 35.

1. The Calgary and Fernie Railway Company, hereinafter called "the Company," may commence the construction of its railway from Calgary, in the province of Alberta, through the Kananaskis Pass to the head waters of the Elk river, in the province of British Columbia, thence following the valley of the Elk river to the city of Fernie in the said province of British Columbia, as authorized by section seven of chapter seventy-one of the statutes of 1906, and expend, including expenditure heretofore made, fifteen per cent of the amount of its capital stock thereon within two years after the passing of this Act, and may complete the said railway and put it in operation within five years after the passing of this Act; and if, within the said periods respectively, the said railway is not so commenced and such expenditure is not so made, or if the said railway is not completed and put in operation, the powers of construction conferred upon the Company by Parliament shall cease and be null and void as respects so much of the said railway as then remains uncompleted.

Extension
of time for
construction.

Limitation.

2. Section one of chapter thirty-five of the statutes of 1915 is repealed.



7-8 GEORGE V.

CHAP. 48.

An Act respecting The Canadian Northern Quebec Railway Company.

[Assented to 25th July, 1917.]

WHEREAS The Canadian Northern Quebec Railway Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1911, c. 58.
1913, c. 93.
1915, c. 38.

1. The Canadian Northern Quebec Railway Company, hereinafter called "the Company," may commence and construct the line of railway authorized by paragraph (b) of section two of chapter fifty-eight of the statutes of 1911, namely:—

Extension
of time for
construction.

"From a point at or near St. Jerome to a point at or near St. Eustache."

2. If the said line is not commenced within two years and is not completed and put in operation within five years from the passing of this Act, the powers of construction conferred upon the Company by Parliament shall cease and be null and void as respects such part of the said line of railway as then remains uncompleted.

Limitation.

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7-8 GEORGE V.

CHAP. 49.

An Act respecting The Canadian Western Railway Company.

[Assented to 25th July, 1917.]

WHEREAS The Canadian Western Railway Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1909, c. 69;
1911, c. 61;
1913, c. 98;
1915, c. 40.

1. The Canadian Western Railway Company, hereinafter called "the Company," may commence the construction of its railway authorized by section seven of chapter sixty-nine of the statutes of 1909, as amended by section two of chapter ninety-eight of the statutes of 1913, namely:—

Extension of
time for
construction.

"(a) From a point on the international boundary at or near the town of Coutts, in the province of Alberta, thence in a northerly and westerly direction to the town of Cardston, thence in a northwesterly direction through the town of Pincher Creek, to a point on the Crow's Nest Pass line of the Canadian Pacific Railway Company between Pincher and Cowley, thence northwesterly following the valley of the north fork of the Old Man River to a point near the southerly end of the Livingstone range of mountains, thence north-easterly by the most practicable route to the city of Calgary;

"(b) From a point at or near the Livingstone range of mountains, thence to a point in the Rocky Mountains west of Gould's Dome, thence through a pass in the Rocky Mountains to the valley of the Elk River, by the most practicable route, thence southerly down the valley of the Elk River to a junction with the Canadian Pacific Railway and the Great Northern

Railway

Railway, in the Elk Valley, at or near the village of Michel,"

Limitation.

and expend, including expenditure heretofore made, fifteen per cent of the amount of its capital stock thereon within two years after the passing of this Act, and may complete the said railway and put it in operation within five years after the passing of this Act; and if, within the said periods respectively, the said railway is not so commenced and such expenditure is not so made or if the said railway is not completed and put in operation, the powers of construction conferred upon the Company by Parliament shall cease and be null and void as respects so much of the said railway as then remains uncompleted.

Repeal.

2. Section one of chapter forty of the statutes of 1915 is repealed.

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7-8 GEORGE V.

CHAP. 50.

An Act respecting *La Compagnie du Chemin de Fer de Colonisation du Nord*.

[Assented to 25th July, 1917.]

WHEREAS *La Compagnie du Chemin de Fer de Colonisation du Nord* has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1899, c. 62;
1902, c. 55;
1907, c. 73;
1912, c. 32.

1. *La Compagnie du Chemin de Fer de Colonisation du Nord*, hereinafter called "the Company," may continue the construction of the line of railway authorized by section seven of chapter sixty-two of the statutes of 1899, namely:—

Extension of
time for
construction.

From a point at or near Labelle, thence in a westerly direction to the village of Rapide de L'Original (now called Mont Laurier), thence in a westerly direction to a point at or near Lake Temiscamingue, in the county of Pontiac;

and shall, within two years after the passing of this Act, expend thereon (including expenditure already made) an amount equal to fifteen per cent of its capital stock; and may, within five years after the passing of this Act, complete the said line of railway; and if within the said periods respectively such expenditure is not so made, and such line of railway is not so completed and put in operation, the powers of construction conferred upon the Company by Parliament shall cease and be null and void as respects so much of the said railway as then remains uncompleted.

2. Sections nine and ten of chapter sixty-two of the statutes of 1899, and section four of chapter fifty-five of

Repeal.

the statutes of 1902, and chapter eighty-two of the statutes of 1912, are hereby repealed.

Consent of
municipalities
or other
authority.

3. The Company shall not construct or operate its railway along any highway, street or other public place without first obtaining the consent, expressed by by-law, of the municipality having jurisdiction over such highway, street or other public place, and if there is no such municipality, then without first obtaining the consent of the authority having jurisdiction over such highway, street or other public place, and upon the terms to be agreed upon with such municipality, or such other authority.

Telegraphs
and
telephones.

4. (1) The Company may, subject to the provisions of the *Railway Act*, construct and operate telegraph and telephone lines upon its railway, and establish offices for and undertake the transmission of messages for the public, and collect tolls therefor; and for the purposes of operating such lines, or exchanging or transmitting messages, may, subject to the provisions of said Act, enter into contracts with any companies having telegraph or telephone powers, and may connect its own lines with the lines of, or may lease its own lines to, any such companies.

Tolls.

(2) No toll or charge shall be demanded or taken for the transmission of any message, or for leasing or using the telegraphs or telephones of the Company, until it has been approved of by the Board of Railway Commissioners for Canada, which Board may also revise such tolls and charges.

R. S., c. 126.

(3) Part II of the *Telegraphs Act*, except such portions thereof as are inconsistent with this Act or with the *Railway Act*, shall apply to the telegraphic business of the Company.

Electric
and other
power.

5. For the purposes of its undertaking, and subject to the provisions of section two hundred and forty-seven of the *Railway Act*, the Company may acquire, but not by expropriation, electric or other power or energy, and transmit and deliver the same to any place in the municipalities through which the railway has been constructed; and may receive, transform, transmit, distribute and supply such power or energy in any form, and may dispose of the surplus thereof, and may collect rates and charges therefor; but no such rate or charge shall be demanded or taken until it has been approved of by the Board of Railway Commissioners for Canada, which Board may also revise such rates and charges.

Consent of
municipalities
or other

6. Nothing in the Acts relating to the Company, or in this Act, or in the *Telegraphs Act*, shall authorize the Company to construct or operate any telegraph or telephone lines,

or any lines for the purpose of distributing electricity for lighting, heating, or motor purposes, or disposing of surplus power generated by the Company's works and not required for the undertaking of the Company, upon, along or across any highway, street or public place, without first obtaining the consent, expressed by by-law, of the municipality having jurisdiction over such highway, street or public place, or, if there is no such municipality, then without first obtaining the consent of the authority having jurisdiction over such highway, street or public place, and upon terms to be agreed upon with such municipality, or other such authority, or to sell, dispose of or distribute power or energy within or for use within the limits of any municipality, without the consent, expressed by by-law, of such municipality, or such other authority.

authority for
lines upon
highways,
etc.

7. The Company may, for the purposes of its undertaking, construct, acquire or lease buildings for hotels or restaurants along its railway, and may carry on such business in connection therewith as tends to the comfort and convenience of the travelling public; and may lay out, manage and lease parks and summer pleasure resorts with the approval, expressed by by-law, of the municipality having jurisdiction over the place in which such parks and summer pleasure resorts are situated and upon terms to be agreed upon by such municipality.

Hotels,
parks, etc.

8. The Company may, for the purposes of its undertaking, construct, acquire, charter and navigate steam and other vessels for the conveyance of passengers, goods and merchandise; and may construct, acquire, and dispose of wharfs, docks, elevators, warehouses, offices and other structures to be used to facilitate the carrying on of business in connection therewith; and may carry on the business of warehousemen and wharfingers; and may charge wharfage and other dues for the use of any such property.

Vessels,
wharfs,
docks, etc.

9. Subject to the provisions of sections three hundred and sixty-one, three hundred and sixty-two and three hundred and sixty-three of the *Railway Act*, the Company may, for any of the purposes specified in the said section three hundred and sixty-one, enter into an agreement with the Canadian Pacific Railway Company, and may sell, convey or lease its railway and undertaking to the said Canadian Pacific Railway Company, but the approval of the shareholders of the said Canadian Pacific Railway Company to such agreement and sale, conveyance or lease shall be sufficient if the provisions of section six of chapter forty-seven of the statutes of 1890 are complied with.

Agreement
for sale,
lease or
amalgama-
tion of
railway.



7-8 GEORGE V.

CHAP 51.

An Act respecting The Essex Terminal Railway Company.

[Assented to 25th July, 1917.]

WHEREAS The Essex Terminal Railway Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1902, c. 62;
1904, c. 76;
1906, c. 93;
1910, c. 98;
1915, c. 43.

1. The Essex Terminal Railway Company, hereinafter called "the Company," may lay out, construct and operate a branch of its railway from a point on or near the navigable waters of the Detroit River, in or near the town of Ojibway, to a point at or near Pelton, in the County of Essex, a distance of about seven miles, where it may connect with the railways of the Michigan Central Railroad Company, the Père Marquette Railroad Company and the Windsor, Essex and Lake Shore Rapid Railway Company, or with any of the said railways.

Branch from
Pelton to
Ojibway
authorized.

2. If construction of the said branch is not commenced within two years after the passing of this Act, or if the said branch is not completed and put in operation within five years after the passing of this Act, the powers of construction conferred upon the Company by Parliament shall cease as respects so much of the said branch as then remains uncompleted.

Limitation
of time for
construction.

3. The Company may issue bonds, debentures or other securities to the extent of forty thousand dollars per mile of single track of the said branch line of railway, with an additional amount of ten thousand dollars per mile of double track, and such bonds, debentures or other securities

Issue of
securities.

ities may be issued only in proportion to the length of railway constructed or under contract to be constructed.

4. The Company may,—

Bridge and
tunnel
connection.

(a) connect its railway at or near Ojibway, and at or near Amherstburg, with any or all railway-bridges or railway-tunnels crossing the Detroit River at or near those places; and

Traffic
agreements.

(b) enter into agreements for the use of the said bridges or tunnels, or any of them, or for the carrying of the Company's cars or traffic over or through the same.

Additional
powers.

5. For the purposes of its undertaking and in connection with its railway, the Company may,—

Vessels
and car-
ferries.

(a) construct, acquire, charter, operate, and dispose of ships and vessels for the carriage of cars, passengers, and freight;

Agreements.

(b) subject to the provisions of section three-sixty-four of the *Railway Act*, enter into agreements with owners of ships and vessels for any such purposes;

Forwarding
business.

(c) carry on the business of forwarding agents, wharfingers, and warehousemen.

Repeal.
Vessels, etc.

6. Section three of chapter ninety-eight of the statutes of 1910 is hereby repealed.

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7-8 GEORGE V.

CHAP. 52.

An Act respecting The Grand Trunk Pacific Branch Lines Company.

[Assented to 25th July, 1917.]

WHEREAS The Grand Trunk Pacific Branch Lines Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1906, c. 99;
1908, c. 115;
1909, c. 86;
1910, c. 103;
1911, c. 83;
1913, c. 122.

1. This Act may be cited as *The Grand Trunk Pacific Branch Lines Act, 1917.* Short title.

2. The Grand Trunk Pacific Branch Lines Company, hereinafter called "the Company," may complete and put in operation the following lines of railway, all of which have been partly constructed, namely:—

Extension of time for completion of certain authorized railways.

(a) The lines of railway authorized by paragraphs nine, ten, twelve and fourteen of section eleven of chapter ninety-nine of the statutes of 1906, and therein described as follows:—

"9. From a point on the western division of the Grand Trunk Pacific Railway in the vicinity of township 12, ranges 16 or 17 west of the 1st meridian, to Brandon, and thence to Regina; and also a line from Brandon to a point on the southern boundary of the province of Manitoba in the vicinity of Turtle Mountain.

"10. From a point on the western division of the Grand Trunk Pacific Railway in the vicinity of township 22, range 6, west of the 2nd meridian, to Yorkton, and thence to the shores of Hudson Bay in the vicinity of Fort Churchill.

"12. From a point on the western division of the Grand Trunk Pacific Railway between the 105th and 107th degrees of longitude to Prince Albert.

"14. From a point on the western division of the Grand Trunk Pacific Railway between the 111th and 113th degrees of longitude to Calgary, and thence to the southern boundary of the province of Alberta at or near Coutts."

(b) The line of railway authorized by the paragraph added as paragraph twenty-two to section eleven of chapter ninety-nine of the statutes of 1906, by section one of chapter eighty-six of the statutes of 1909, and described as follows:—

"22. From a point on the Company's authorized line at or near Regina, province of Saskatchewan, thence westerly to Moosejaw, a distance of about forty-five miles."

(c) The lines of railway authorized by the paragraphs added as paragraphs twenty-three, twenty-four and twenty-five to section eleven of chapter ninety-nine of the statutes of 1906, by section one of chapter one hundred and three of the statutes of 1910, and described as follows:—

"23. From a point on the western division of the Grand Trunk Pacific Railway between the east limit of range 11 and the west limit of range 16, west of the third meridian, thence in a southwesterly and westerly direction to a point in the vicinity of Calgary, or to a point on the line which the Company is authorized by paragraph 14 to construct to Calgary.

"24. From a point on the proposed line mentioned in paragraph 23 between the east limit of range 20 and the west limit of range 28, west of the third meridian, thence in an easterly and southeasterly direction to a point on the Company's authorized line at or near Moosejaw, or to a point in the vicinity thereof.

"25. From a point within or near townships 41, 42 or 43 on the line which the Company is authorized under paragraph 13 to construct to Battleford, thence in a generally northwesterly and westerly direction to a point on the western division of the Grand Trunk Pacific Railway between Artland and Wainwright."

Limitation.

3. Unless the said line of railway from a point on the western division of the Grand Trunk Pacific Railway in the vicinity of township 12, ranges 16 or 17 west of the first meridian to Brandon is completed and put in operation within three years after the passing of this Act, and unless the other said lines of railway are completed and put in operation within five years after the passing of this Act, the

Company's powers to construct said line and lines of railway shall cease and be null and void as respects so much of the said line and lines of railway as then remain uncompleted.

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7-8 GEORGE V.

CHAP. 53.

An Act respecting The Interprovincial and James Bay Railway Company.

[Assented to 25th July, 1917.]

WHEREAS The Interprovincial and James Bay Railway Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1901, c. 66;
1903, c. 134;
1905, c. 109;
1912, c. 106.

1. The Interprovincial and James Bay Railway Company, hereinafter called “the Company,” may continue the construction of the line of railway authorized by section eight of chapter sixty-six of the statutes of 1901, namely:—

Extension of
time for
construction.

“From a point on the Canadian Pacific Railway at or near Lumsden’s Mill to or towards the Des Quinze River;”

and may, within two years after the passing of this Act, expend thereon (including expenditure already made) an amount equal to fifteen per cent of its capital stock; and may, within five years after the passing of this Act, complete the said line of railway; and if within the said periods respectively such expenditure is not so made and such line of railway is not so completed and put in operation, the powers of construction conferred upon the Company by Parliament shall cease and be null and void as respects so much of the said railway as then remains uncompleted.

2. Sections nine, ten and fifteen of chapter sixty-six of the statutes of 1901, and section one of chapter one hundred and six of the statutes of 1912, are hereby repealed.

Repeal.

Consent of
municipalities
or other
authority.

3. The Company shall not construct or operate its railway along any highway, street or other public place without first obtaining the consent, expressed by by-law, of the municipality having jurisdiction over such highway, street or other public place, and if there is no such municipality, then without first obtaining the consent of the authority having jurisdiction over such highway, street or other public place, and upon the terms to be agreed upon with such municipality, or such other authority.

Telegraphs
and
telephones.

4. (1) The Company may, subject to the provisions of the *Railway Act*, construct and operate telegraph and telephone lines upon its railway, and establish offices for and undertake the transmission of messages for the public, and collect tolls therefor; and for the purposes of operating such lines, or exchanging or transmitting messages may, subject to the provisions of the said Act, enter into contracts with any companies having telegraph or telephone powers, and may connect its own lines with the lines of, or may lease its own lines to, any such companies.

Tolls.

(2) No toll or charge shall be demanded or taken for the transmission of any message, or for leasing or using the telegraphs or telephones of the Company, until it has been approved of by the Board of Railway Commissioners for Canada, which Board may also revise such tolls and charges.

R. S., c. 126.

(3) Part II of the *Telegraphs Act*, except such portions thereof as are inconsistent with this Act or with the *Railway Act*, shall apply to the telegraphic business of the Company.

Electric
and other
power.

5. For the purposes of its undertaking, and subject to the provisions of section two hundred and forty-seven of the *Railway Act*, the Company may acquire, but not by expropriation, electric or other power or energy, and transmit and deliver the same to any place in the municipalities through which the railway has been constructed; and may receive, transform, transmit, distribute and supply such power or energy in any form, and may dispose of the surplus thereof, and may collect rates and charges therefor; but no such rate or charge shall be demanded or taken until it has been approved of by the Board of Railway Commissioners for Canada, which Board may also revise such rates and charges.

Consent of
municipalities
or other
authority for
lines upon
highways,
etc.

6. Nothing in the Acts relating to the Company, or in this Act, or in the *Telegraphs Act*, shall authorize the Company to construct or operate any telegraph or telephone lines or any lines for the purpose of distributing electricity for lighting, heating or motor purposes, or disposing of surplus power generated by the Company's works and not required

for the undertaking of the Company, upon, along or across any highway, street or public place, without first obtaining the consent, expressed by by-law, of the municipality having jurisdiction over such highway, street or public place, or, if there is no such municipality, then without first obtaining the consent of the authority having jurisdiction over such highway, street or public place, and upon terms to be agreed upon with such municipality, or other such authority, or to sell, dispose of or distribute power or energy within or for use within the limits of any municipality, without the consent, expressed by by-law, of such municipality, or such other authority.

7. The Company may, for the purposes of its undertaking, construct, acquire, charter and navigate steam and other vessels for the conveyance of passengers, goods and merchandise; and may construct, acquire, and dispose of wharfs, docks, elevators, warehouses, offices and other structures to be used to facilitate the carrying on of business in connection therewith; and may carry on the business of warehousemen and wharfingers; and may charge wharfage and other dues for the use of any such property.

Vessels,
wharfs,
docks, etc.

8. Subject to the provisions of sections three hundred and sixty-one, three hundred and sixty-two and three hundred and sixty-three of the *Railway Act*, the Company may, for any of the purposes specified in the said section three hundred and sixty-one, enter into an agreement with the Canadian Pacific Railway Company, and may sell, convey or lease its railway and undertaking to the said Canadian Pacific Railway Company, but the approval of the shareholders of the said Canadian Pacific Railway Company to such agreement and sale, conveyance or lease shall be sufficient if the provisions of section six of chapter forty-seven of the statutes of 1890 are complied with.

Agreement
for sale,
lease or
amalgama-
tion of
railway.

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7-8 GEORGE V.

CHAP. 54.

An Act respecting The Kaslo and Slocan Railway Company.

[Assented to 25th July, 1917.]

WHEREAS The Kaslo and Slocan Railway Company B.C., 1892, c. 52. has by its petition represented that it was incorporated by chapter fifty-two of the statutes of 1892 of the province of British Columbia, and has prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The railway which the Kaslo and Slocan Railway Company, hereinafter called “the Company,” is authorized to construct by chapter fifty-two of the statutes of 1892 of the province of British Columbia,—

Railway of company declared to be for general advantage of Canada.

“From a point in or near the town of Kaslo, at the mouth of the Kaslo river, on Kootenay lake, thence by the most feasible and available engineering route along the said Kaslo river and the north fork of the said Kaslo river, to a point at or near the Fish and Bear lakes, and from thence by the most feasible and available engineering route to some point in the immediate vicinity of the mines lying near and about Carpenter and Sandon creeks, together with branch lines by the most feasible and available engineering routes,

- (1) From a point on the main line of said railway at or near the confluence of the north and south forks or branches of said Kaslo river to the mines known as the Montezuma Camp, and,
- (2) from some point on the main line of said railway at or near the mouth of Bear creek along the course of said Bear creek to some point at or near the

mines lying near the head waters of Bear creek, and south of Schroeder creek, known as Jardine's Camp,"

is declared to be a work for the general advantage of Canada.

Agreement
for sale,
lease or
amalgama-
tion of
railway.

2. Subject to the provisions of sections three hundred and sixty-one, three hundred and sixty-two and three hundred and sixty-three of the *Railway Act*, the Company may, for any of the purposes specified in the said section three hundred and sixty-one, enter into an agreement with the Canadian Pacific Railway Company, and may sell, convey or lease its railway and undertaking to the said Canadian Pacific Railway Company, but the approval of the shareholders of the said Canadian Pacific Railway Company to such agreement and sale, conveyance or lease shall be sufficient if the provisions of section six of chapter forty-seven of the statutes of 1890 are complied with.

Head office.

3. The head office of the Company shall be at the city of Montreal, in the province of Quebec.

Consent of
municipali-
ties or
other
authority.

4. The Company shall not construct or operate its railway along any highway, street or other public place without first obtaining the consent, expressed by by-law, of the municipality having jurisdiction over such highway, street or other public place, and if there is no such municipality, then without first obtaining the consent of the authority having jurisdiction over such highway, street or other public place, and upon the terms to be agreed upon with such municipality, or such other authority.

Telegraphs
and
telephones.

5. (1) In lieu of the provisions of section eleven of the said chapter fifty-two of the statutes of 1892 of the province of British Columbia, the Company may, subject to the provisions of the *Railway Act*, construct and operate telegraph and telephone lines upon its railway, and establish offices for and undertake the transmission of messages for the public, and collect tolls therefor; and for the purposes of operating such lines, or exchanging or transmitting messages, may, subject to the provisions of the *Railway Act*, enter into contracts with any companies having telegraph or telephone powers and may connect its own lines with the lines of, or may lease its own lines to, any such companies.

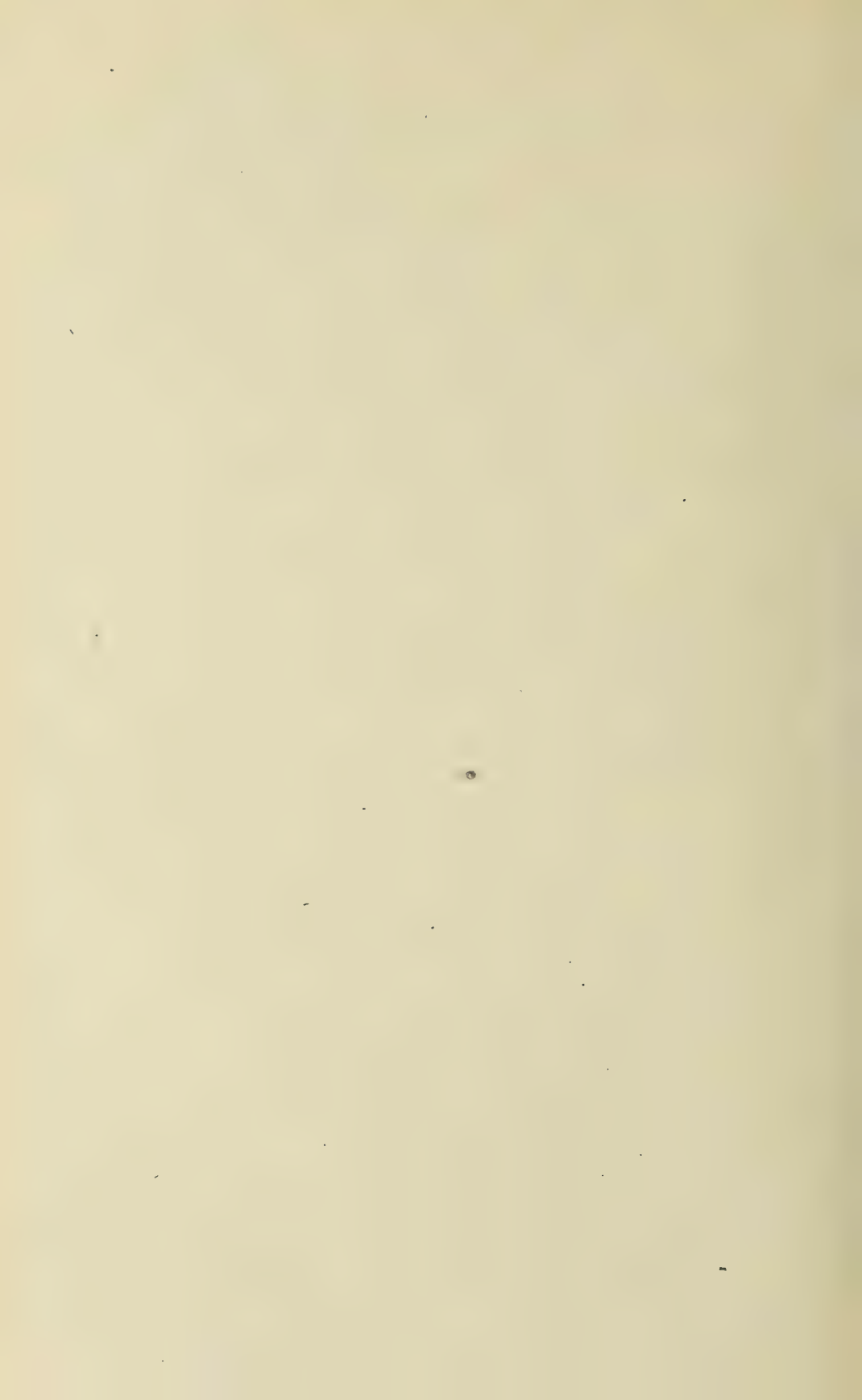
Tolls.

(2) No toll or charge shall be demanded or taken for the transmission of any message, or for leasing or using the telegraphs or telephones of the Company, until it has been approved of by the Board of Railway Commissioners for Canada, which Board may also revise such tolls and charges.

(3) Part II of the *Telegraphs Act*, except such portions thereof as are inconsistent with the *Railway Act*, or with this Act, shall apply to the telegraphic business of the Company. R. S., c. 126.

6. The Company may, for the purposes of its undertaking, construct, acquire, charter and navigate steam and other vessels for the conveyance of passengers, goods and merchandise; and may construct, acquire and dispose of wharfs, docks, elevators, warehouses, offices and other structures to be used to facilitate the carrying on of business in connection therewith, and may carry on the business of warehousemen and wharfingers; and charge wharfage and other dues for the use of any such property. Vessels,
wharfs,
docks,
etc.

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7-8 GEORGE V.

CHAP. 55.

An Act respecting The Lachine, Jacques Cartier and Maisonneuve Railway Company.

[Assented to 25th July, 1917.]

WHEREAS The Lachine, Jacques Cartier and Maison-
neuve Railway Company has by its petition prayed
that it be enacted as hereinafter set forth, and it is
expedient to grant the prayer of the said petition: Therefore
His Majesty, by and with the advice and consent of the
Senate and House of Commons of Canada, enacts as
follows:—

1911, c. 104;
1914, c. 93.

Que.
1909, c. 99.

1. The Lachine, Jacques Cartier and Maisonneuve
Railway Company may, within two years after the passing
of this Act, proceed with the construction of the railway
authorized by chapter ninety-nine of the statutes of Quebec,
1909, which railway was declared by section one of chapter
one hundred and four of the statutes of 1911 to be a work
for the general advantage of Canada, namely:—

Extension of
time for
construction.

“From a point in the town, or in the parish of Lachine,
to a point in Hochelaga ward of the city of Montreal,
or in the town of Maisonneuve, passing in rear of the
mountain of Montreal, with power to extend such line
or lines of railway from the starting point to Dorval,
on one side, and to the northern end of the island of
Montreal on the other;”

and may expend thereon such sum as with that already
expended shall be equivalent to fifteen per cent of the
amount of the capital stock of the said Company; and
may, within five years after the passing of this Act, com-
plete the said railway and put it in operation; and if,
within the said periods respectively, the construction of the
said railway is not proceeded with and such expenditure is
not so made, or if the said railway is not so completed and
put in operation, the powers of construction conferred upon

the said Company by Parliament shall cease and be null and void as respects so much of the said railway as then remains uncompleted.

Repeal. 2. Section one of chapter ninety-three of the statutes of 1914 is repealed.

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7-8 GEORGE V.

CHAP. 56.

An Act respecting The Montreal Central Terminal Company.

[Assented to 29th August, 1917.]

WHEREAS the Montreal Central Terminal Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1890, c. 93.
1891, c. 106.
1894, c. 63.
1897, c. 67.
1905, c. 127.
1909, c. 109.
1912, c. 120.
1912, c. 121.

1. The Montreal Central Terminal Company may, within two years after the passing of this Act, commence the construction of the works mentioned in section two of chapter one hundred and nine of the statutes of 1909, and expend fifteen per cent of the amount of its capital stock thereon, including amount heretofore expended, and may within five years after the passing of this Act, complete the works mentioned in sections two and three of the said chapter; and if, within the said periods respectively, such commencement and such expenditure are not so made, or any of the said works are not completed and put in operation, the powers of construction conferred upon the Company by Parliament shall cease and be null and void as respects so much of the said works as then remains uncompleted.

Extension
of time for
construction.

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7-8 GEORGE V.

CHAP. 57.

An Act respecting The Mount Royal Tunnel and Terminal Company, Limited.

[Assented to 25th July, 1917.]

WHEREAS The Mount Royal Tunnel and Terminal Company, Limited, has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1912, c. 74;
1914, c. 78;
1916, c. 20.

1. Unless The Mount Royal Tunnel and Terminal Company, Limited, hereinafter called "the Company," completes and puts in operation within five years after the passing of this Act the works which the Company, under its former name of The Canadian Northern Montreal Tunnel and Terminal Company, Limited, was authorized to construct and operate by virtue of section two of chapter seventy-four of the statutes of 1912, the powers of construction granted to the Company by Parliament shall cease and be null and void as respects so much of the said works as then remains uncompleted.

Extension
of time for
completion.

2. Section twelve of chapter seventy-four of the statutes of 1912 is hereby repealed.

Repeal.

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7-8 GEORGE V.

CHAP. 58.

An Act respecting The Toronto, Hamilton and Buffalo Railway Company.

[Assented to 29th August, 1917.]

WHEREAS The Toronto, Hamilton and Buffalo Railway Company, hereinafter called "the Company," has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. Subject to the provisions of section three hundred and sixty-four of the *Railway Act*, the Company may, for any of the purposes specified in the said section three hundred and sixty-four, enter into agreements or arrangements with The Michigan Central Railroad Company, The Canada Southern Railway Company, and The Grand Trunk Railway Company of Canada, or with any one or more of them, and any such agreements or arrangements may be for a term exceeding twenty-one years.

Traffic
arrangements.

2. For the purposes of its undertaking the Company may take and hold stock in any navigation company or steamboat company.

Stocks.

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7-8 GEORGE V.

CHAP. 59.

An Act to confirm certain agreements made between
The Vancouver, Victoria and Eastern Railway and
Navigation Company and The Canadian Northern
Pacific Railway Company.

[Assented to 25th July, 1917.]

WHEREAS The Vancouver, Victoria and Eastern Railway and Navigation Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The agreement made between The Vancouver, Victoria and Eastern Railway and Navigation Company and The Canadian Northern Pacific Railway Company, dated the sixth day of November, one thousand nine hundred and fifteen, a copy of which forms Schedule "A" to this Act, is hereby ratified and confirmed and declared to be valid and binding on the parties thereto in all respects whatsoever as fully and completely as if the said agreement and each and every clause thereof were set out at length and enacted in this Act, and the parties to the said agreement and each of them are hereby authorized and empowered to do whatever may be necessary to give full effect to the provisions of the said agreement.

1898, c. 89;
1902, c. 111;
1904, c. 137;
1905, c. 172;
1910, c. 172;
1914, c. 92;
1915, c. 59;
1916, c. 45.

Contract for
use of tracks,
right of way,
etc., between
New
Westminster
and
Vancouver,
B.C.

2. The agreement made between The Canadian Northern Pacific Railway Company and The Vancouver, Victoria and Eastern Railway and Navigation Company, dated the sixth day of November, one thousand nine hundred and fifteen, a copy of which forms Schedule "B" to this Act, is hereby ratified and confirmed and declared to be valid and binding on the parties thereto in all respects whatsoever as fully and completely as if the said agreement and each and every clause

Contract for
use of tracks,
right of way,
etc., between
Hope and
Sumas
Landing,
B.C.

clause thereof were set out at length and enacted in this Act, and the parties to the said agreement and each of them are hereby authorized and empowered to do whatever may be necessary to give full effect to the provisions of the said agreement.

Power of
Railway
Board.
Application
of Railway
Act.

3. Nothing in this Act contained shall be deemed in any way to impair the powers of the Board of Railway Commissioners for Canada, and all the provisions of the *Railway Act* now applying to the said companies and their respective railways and undertakings, and not inconsistent with the provisions of this Act, shall continue to apply to the same.

SCHEDULE "A".

Agreement, made this 6th day of November, 1915, by and between the Vancouver, Victoria and Eastern Railway and Navigation Company, a corporation organized and existing under and by virtue of the laws of the Dominion of Canada, party of the first part, hereinafter called the "Vancouver Company," and the Canadian Northern Pacific Railway Company, a corporation organized and existing under and by virtue of the laws of British Columbia, party of the second part, hereinafter called the "Canadian Company."

Whereas, the Vancouver Company owns and operates a line of railway from a point of connection with the northerly approach to the provincial bridge across the Fraser River at New Westminster, in the Province of British Columbia, to the City of Vancouver in said Province; said line of railway being more particularly shown on the plat, identified by the signatures of the Chief Engineers of the parties hereto attached, made a part hereof, and marked Exhibit "A," and

Whereas, the Canadian Company desires to acquire the right, subject to certain traffic limitations, to the full, joint and equal use of the portion of the railway of the Vancouver Company aforesaid, together with all appurtenant side and passing tracks, depot and other facilities; and

Whereas, the Vancouver Company is willing to grant such use on the terms and conditions hereinafter contained.

Now therefore, in consideration of the mutual and dependent covenants and agreements by each of the parties hereto to be kept and performed, this agreement witnesseth:

ARTICLE I.

Section 1. The Vancouver Company hereby grants to the Canadian Company, in perpetuity, the full, joint and

equal use in common with the Vancouver Company and such other company or companies as the Vancouver Company shall at any time permit to use the same or any part thereof, and subject to the conditions, limitations and restrictions in these articles set forth, of main and passing tracks and (except as hereinafter reserved) the team, standing, and industrial spur tracks of the Vancouver Company from the point where the Vancouver Company's track connects with the northerly approach to the provincial bridge across the Fraser River at New Westminster, in the Province of British Columbia (marked "B" on Exhibit "A" hereto attached), to a point of connection between the tracks of the Vancouver Company and those of the Canadian Company at the east boundary line of the Canadian Company's False Creek property in the City of Vancouver, (marked "C" on said Exhibit "A"). The main line of the railway the use of which is herein granted is shown in red on Exhibit "A". The connections at points "B" and "C" are shown with greater particularity on Exhibits "D" and "E" hereto attached, identified by the signatures of the Chief Engineers of the parties, and hereby made a part hereof. Provided, however, the Canadian Company shall not have the right hereunder to use either the existing or hereafter created team, standing, industrial spur, or other terminal tracks of the Vancouver Company appurtenant to said main and passing tracks, which (a) connect therewith west of Nanaimo Street in the City of Vancouver, (b) connect therewith east of North Road (Columbia Street, New Westminster, produced northerly); excepting only, the Canadian Company shall have the right to use the spur track serving the New Westminster plant of the Canadian Western Lumber Company. Under the above grant the Canadian Company shall have the right to make said connections and in perpetuity to operate the same, and, with its own employees, to run and operate its trains, engines and cars over and upon all the aforesaid tracks and any and all additional main and passing tracks hereafter built, and over and upon and by means of all additions to and improvements and betterments of said railway and appurtenances, including future team, standing and industrial tracks between Nanaimo Street, Vancouver, and Columbia Street produced (North Road), New Westminster, and to conduct thereover, subject to the limitations hereinafter set forth, all such business as is or hereafter may be conducted and carried on by a common carrier, including the carrying of mail and express. Provided, however, the Canadian Company shall not do or transact, in either direction, any local business between (a) Vancouver and New Westminster; (b) Vancouver and points on the joint section (the term "joint section" being hereinafter defined); (c) New Westminster

and points on the joint section. In the event the Canadian Company is required by the lawful order of any governmental body to transact any local business described in clauses (a) to (c) inclusive, above, it shall account for and pay to the Vancouver Company eighty per cent (80%) of all gross receipts therefrom. The Vancouver company shall at all times maintain on and over the joint section train service sufficiently adequate to accommodate the local business.

Section 2. The Canadian Company shall have the right to string its telegraph and telephone lines upon the existing or future pole lines located upon and along the right of way of the Vancouver Company in Section 1 hereof described. The Canadian Company shall also have the right at its own expense to erect and thereafter maintain upon said right of way its own pole line, and string thereon its telegraph and telephone wires and connect such wires with its own or other telegraph or telephone lines.

The said line of connecting, main and passing, side, standing and industrial tracks (except team, standing, industrial spur, and other terminal tracks in the Cities of Vancouver and New Westminster, as provided in Section 1 of this Article I) and right of way, and all buildings, station grounds and all appurtenant property, with additions thereto and betterments thereof, between the connections aforesaid is hereinafter referred to as the "joint section." The right of way of the joint section is coloured yellow on Exhibit "A" and the tracks of the joint section are represented by red lines thereon.

Section 3. The Vancouver Company agrees that it will not, before the termination of this agreement, make or renew any agreement with any express company for carrying express matter upon or over said joint section, which will in anywise interfere with the right of the Canadian Company to carry express business or messengers upon or over the same; and that it will not interfere with the right of the Canadian Company to enter into any agreement with any express company which the Canadian Company may at any time or times select for the purposes of carrying express matter, business or messengers upon the trains of the Canadian Company. Provided, however, that nothing in this agreement shall be construed to prohibit the Vancouver Company from carrying express matter or messengers upon the trains of the Vancouver Company, nor to prohibit the Vancouver Company from entering into any agreement with any express company which the Vancouver Company may at any time or times select for the purpose of carrying express matter, business or messengers upon the trains of the Vancouver Company.

Section 4. The Vancouver Company shall have charge, supervision and control of the said joint section and the

operation and maintenance thereof; shall pay all taxes (other than taxes on earnings) and assessments that shall be levied thereon; shall maintain and at all times keep the same in good condition and repair and suitable for the business of the Canadian Company, and make all betterments, renewals and replacements thereof; and shall do all acts and things necessary and proper for the operation thereof; and shall comply with all the regulations prescribed by law, or any public authority, with respect thereto for the safety of the public or otherwise. The Vancouver Company shall have unrestricted power to change, add to, better and repair the joint section as it may consider advisable, including the right to provide such additional main and other tracks as it shall deem necessary. Provided, however, that such changes, betterments or repairs shall not permanently impair the usefulness of said joint section to the Canadian Company.

After conference, and subject to agreement with the other party, either of the parties hereto shall have the right to change its motive power and use some form of power other than steam, and to that end the party so changing its motive power shall have the right to add to the joint section the necessary additional facilities, upon which the other party shall not be required to pay any part of the interest charges or operating expenses until it shall have exercised its election, which is hereby given, to make use of the same. In the event the parties hereto cannot agree on the terms and conditions upon which, and the manner in which either of the parties hereto shall exercise the rights given by this section, the same shall be submitted to arbitration as hereinafter provided.

The Vancouver Company shall not be bound to furnish any fuel or other supplies, except water, for the trains or equipment of the Canadian Company, nor for the special or exclusive use in any other manner of the Canadian Company or employees thereof.

Section 5. If the Canadian Company shall at any time deem the construction of additional main track or tracks or other tracks necessary to the proper conduct of its business and the business of other users of the joint section, and the Vancouver Company be unwilling to construct any such additional main, or other tracks, then the Canadian Company shall have the right to submit the question of the reasonable necessity of such track or tracks to arbitration, as hereinafter provided; and the decision in such arbitration shall be binding and conclusive on both or all parties as to the necessity thereof.

Section 6. In the event the Canadian Company (1) shall construct and maintain its own roundhouses and fuel facilities on the joint section (which it shall have the right to do), or (2) shall construct and maintain its own round-

houses and fuel facilities in close proximity to the joint section, subject to reasonable conditions it shall have the right to connect all said facilities with the joint section, and it shall not be required to pay any share of interest charges on, or operating expenses of, any such like facilities created by the Vancouver Company subsequent to the date when the Canadian Company shall have created its own facilities, unless the Canadian Company should use such added facilities so created by the Vancouver Company, in which case the Canadian Company will pay its pro rata share of interest charges and operating expenses on the bases hereafter in this agreement stated. On reasonable notice the Vancouver Company shall have the right to purchase at a fair price for the benefit of all the users of the joint section any such roundhouses or coaling facilities created by the Canadian Company and located upon the joint section. In the event the parties hereto cannot agree upon the amount to be paid by the Vancouver Company for such facilities, the same shall be determined by arbitration as hereinafter provided.

Section 7. The Vancouver Company shall install, operate, renew and replace any interlocking or other safety devices at any time required by public authority to be installed at the junctions of the joint section with the lines of the parties hereto, or which may be installed by agreement between the parties. The cost of installation shall be charged to capital account of the joint section, and the expense of maintenance and operation, which shall include the wages of towermen, telegraph and telephone operators required on account of interlockers or other safety devices, shall be charged to the operating expenses of the joint section.

Section 8. The Canadian Company, its successors or assigns, shall have the right at any time during the continuance of this agreement, at its own expense, to connect at suitable and convenient points with the joint section (1) any line of railway which it may hereafter construct or acquire, (2) any line of railway which may be constructed or acquired by any company or companies owned or controlled (through stock ownership or otherwise) by the Canadian Company, and (3) any line of railway constructed or controlled (through stock ownership or otherwise) by any company owning or controlling (through stock ownership or otherwise) the Canadian Company.

Section 9. Between Nanaimo Street, Vancouver, and Columbia Street produced (North Road), New Westminster, industries shall not be established upon, nor industrial spurs constructed in connection with the joint section except by agreement between the parties hereto. In the event the parties cannot agree upon (1) the question as to whether or not any specified industry shall be located

upon the above portion of the joint section, (2) the question as to whether or not any specified industrial spur shall be constructed in connection with the above portion of the joint section, or (3) the terms and conditions upon which an industry shall be established on, or an industrial spur constructed in connection with, the above portion of the joint section, the same shall be submitted for determination to the Board of Railway Commissioners for Canada, or in the event of its dissolution, to arbitration as hereinafter provided.

ARTICLE II.

Section 1. The Canadian Company covenants and agrees to pay to the Vancouver Company during the existence of this agreement, as full compensation and rental for all the rights, interests, services and privileges herein provided for, the amount of the following named sums, monthly:—

(a) One-twelfth of Sixty-seven Thousand Five Hundred Dollars (\$67,500.00).

(b) A sum equal to one-twelfth of two and one-half per cent per annum from the time when expenditures for each thereof shall be made, upon the cost of all additions to and betterments of the joint section; the terms “additions to” and “betterments of” shall include the items specified as such in the rules, orders, regulations and classifications of the Board of Railway Commissioners for Canada properly applicable and from time to time current during the existence of this agreement.

(c) A pro rata proportion of (1) the cost of maintaining, operating, renewing and replacing the joint section; (2) taxes and assessments by the government, municipal or otherwise (other than taxes upon earnings) charged against or payable upon or in respect of the joint section, or any portion thereof, which shall have accrued during the term of use hereunder by the Canadian Company; and (3) insurance premiums payable in respect to structures on the joint section, which said proportion shall bear the same ratio to the total amount expended for such purposes as the number of miles run each month by the engines and cars of the Canadian Company over the joint section shall bear to the total number of miles run over the joint section during the same month by all parties using the same, or any part thereof; an engine and tender being counted as two cars. Provided, that the Canadian Company shall not be charged on account of the maintenance, operation, renewal or replacement of any telegraph or telephone lines not used in its business or in the operation of the joint section, but shall be charged with the entire expense of maintaining, renewing and replacing any telegraph and

telephone wires it may string for its own use, and a proportionate part of the cost of any renewals or replacements of the poles and fixtures on which said last mentioned wires may be strung. Provided, further, that each of the parties hereto, subject to bearing an equitable proportion of the salaries thereof, shall have the right to require the joint employees of the joint section to attend to its separate or commercial telegraph business. The cost of maintenance, operation, replacement and renewal shall be ascertained by reference to the rules, regulations and classifications of the Board of Railway Commissioners for Canada from time to time current during the existence of this agreement, and shall include expenditures for all items comprehended in the applicable accounts as prescribed by said rules, regulations and classifications.

The sums payable by the Canadian Company under paragraphs (a) and (b) above are based upon the use of the joint section by the parties hereto only. In the event the Vancouver Company shall admit any other railway company or companies to the use of the joint section, the rental payable by the Canadian Company under paragraphs (a) and (b) above shall be readjusted as follows: If one other company shall be admitted, the Canadian Company's monthly rental shall be (1) one-twelfth of Fifty-four Thousand Dollars (\$54,000.00) under said paragraph (a), and (2) one-twelfth of two per cent (2%) per annum upon the cost of additions to and betterments of the joint section, as provided for in said paragraph (b); if two or more companies shall be admitted, the Canadian Company's monthly rental shall be (1) one-twelfth of Forty Thousand Five Hundred Dollars (\$40,500.00) under said paragraph (a), and (2) one-twelfth of one and one-half per cent (1½%) per annum upon the cost of additions to and betterments of the joint section, as provided for in said paragraph (b).

In the event that any company or companies shall use a portion only of the joint section, the joint section shall, during such use, for the purpose of accounting and ascertaining the pro rata proportion of the capital charges, taxes, cost of maintenance and operation to be paid by the users of the joint section and parts thereof, be divided into subsections conforming to the use which may be made thereof, and separate accounts shall be kept in respect of all said subsections used by some companies and not by others, and the pro rata proportion of the operating expenses, insurance and taxes, and of percentage of capital charges, which shall be borne by each company using the joint section, or any portion thereof, shall be based on the several portions so used by said several companies, the intention being that a company hereafter admitted using a portion of the joint section shall not be called upon to contribute to the operating expenses, insurance, taxes or to capital

charges on portions thereof not used by such company. Nothing herein contained shall lessen or alter the liability of the Canadian Company to pay, during the continuance of this contract, in respect of any portion of the joint section where such portion is not used by any company hereafter admitted.

Section 2. The Canadian Company shall pay to the Vancouver Company at its office in Vancouver all the compensation and charges of every name and nature which in and by this agreement the Canadian Company is required to pay, in monthly instalments, within twenty (20) days after the rendition of proper bills therefor in respect of payments required under paragraphs (a) and (b) of Section 1 of this article, and within thirty (30) days after the rendition of proper bills therefor in respect of all other compensation and charges required to be paid hereunder. Bills shall be rendered monthly by the Vancouver Company as soon as may be after the last day of each month for which such compensation and charges shall have accrued and shall contain a detailed statement of the amount due on account of expenses incurred and services rendered during such month, and be accompanied, when required, by copies of payrolls and vouchers showing expenses, certified by the General Manager, General Superintendent or Superintendent of the Vancouver Company. The Vancouver Company shall from time to time render necessary car mile statements to enable the amounts payable as aforesaid to be determined by the several companies using the joint section or any portion thereof; said statements to be subject to verification and correction by the various parties interested therein. The books, records, vouchers, accounts and papers of the Vancouver Company touching or material to the cost of improvements, betterments or additions to the joint section, or touching or material to the operating expenses, shall at all times be freely open to the examination of the Canadian Company. The payment of bills rendered shall not be delayed for errors which are not serious and important, but bills shall be paid as rendered, notwithstanding any error of ordinary character likely to occur in railway accounts, subject to correction and adjustment of all such errors in subsequent bills.

Section 3. The Vancouver Company shall keep the station buildings and other insurable property at any time a part of the joint section at all times reasonably insured. In the event of any loss or damage to any of said station buildings or property the insurance money recovered in respect thereof shall be applicable towards the rebuilding, replacement and repair of the damaged or destroyed property. In the event that at the time of or prior to the damage to or destruction of any such building or property,

property, it shall be unnecessary for the use of said joint section, and it shall not be desirable to rebuild, replace or repair the same, any insurance money collected in respect of such loss or damage shall be retained by the Vancouver Company, but shall be credited to the cost of any additions or betterments to the joint section on account of which the Canadian Company's rental may have been increased as herein provided, and such rentals shall be decreased accordingly.

Section 4. In the event of the sale of any property now or hereafter forming a portion of the joint section, or being appurtenant thereto, the proceeds of such sale shall be retained by the Vancouver Company, but shall be credited to capital account and the rental reduced accordingly. Any revenue derived from rental of any portion or portions of the joint section or for the use of the joint section or any portion thereof, other than from other railway companies for the joint use thereof, shall be retained by the Vancouver Company but for the purposes of this contract shall be deducted from the total of the operating expenses of the joint section for the month during which the same was received before the apportionment of such expenses under the terms of this contract.

Section 5. If the Canadian Company shall fail to make any payment when due which it is obliged by this contract to make or fail in any other respect to perform the obligations, on its part to be performed under this agreement, and such default shall continue for six months after notice in writing shall have been given by the Vancouver Company to the Canadian Company of an intention to terminate the contract, the Vancouver Company may at its election declare this agreement terminated and may exclude the Canadian Company from all use of the joint section. Provided, that failure to make any payment which is the subject of arbitration or litigation between the parties shall not, pending such arbitration or litigation, be deemed cause of forfeiture hereunder.

ARTICLE III.

Section 1. The Vancouver Company shall make reasonable rules and regulations, such as are from time to time customary among railroads, for the operation of the joint section.

All rules, regulations and train schedules shall be equally just, fair and non-discriminatory as between the parties hereto. Each company shall have in every respect the same rights and privileges in the transaction of its business.

All trains, engines and cars shall move over said joint section under and in accordance with the orders of the Managers, Superintendents, Dispatchers and other officers

of the Vancouver Company having authority in that behalf in matters relating to the movement of trains, or in any other way affecting the safe and proper working of the joint section; and all conductors, enginemen, trainmen and other employees of the Canadian Company connected with its trains, engines and cars, shall, while upon the joint section, be subject to the rules and regulations of the Vancouver Company and the orders of its said officers in respect of such movement. The trains of the Canadian Company shall in every respect be given by the officers, agents and employees in charge or control of or engaged upon the joint section, equality of right, privilege and advantage with trains of a similar class of the Vancouver Company thereon; and shall equally have preference over trains of an inferior class belonging to either of the parties. All passenger trains shall be given preference over other trains. The main tracks of the joint section shall, so far as practicable, be at all times kept unobstructed for the use of such parties as may be entitled to use the same.

Section 2. Joint schedules for the movement of engines, trains and cars over and upon the joint section shall be made from time to time by joint action of the proper officers of both parties hereto; said schedules shall as nearly as may be practicable afford an equality of right, privilege and advantage to trains of the same class operated by each party hereto, and to trains of a superior class operated by either party, a preference over trains of an inferior class operated by the other party. In the event of any dispute, or inability on the part of such officers to arrange and agree upon said schedules, or to arrange for or agree as to the speed of any trains in their movement over said joint section it shall, if an agreement cannot otherwise be reached, be referred to and settled by arbitration in the manner hereinafter provided.

Section 3. The Vancouver Company shall be bound to use only reasonable and customary care, skill and diligence in maintaining, repairing and operating the joint section. The Canadian Company shall not by reason of any defect in the joint section, or by reason of the failure or neglect of the Vancouver Company to repair any such defect or by reason of the failure or neglect of any joint employee, as herein defined, to repair such defect, have or make against the Vancouver Company any claim or demand for any loss damage or injury whatsoever arising from such defect, neglect or failure; but should the Vancouver Company fail to repair any defect within a reasonable time after the Canadian Company shall have notified it, specifying the defect and requesting that it be repaired, then the Canadian Company shall have the right to make the necessary repairs at once, and the Vancouver Company shall and will pay to the Canadian Company the cost thereof, but shall include

and apportion the amount thereof in operating expenses as provided by Article II of this agreement.

The Canadian Company shall at all times require its officers and employees to give prompt notice to the Vancouver Company of any defect in the joint section which may come to the notice of such officers and employees, but in no case shall the Canadian Company be liable in damages to the Vancouver Company, or to any person using the joint section, for the failure of such officers or employees to give such notice.

Section 4. In the event any engines, trains or cars of the Canadian Company shall be wrecked while being run and operated over and upon the joint section, the wreck shall be picked up at once and removed by the Vancouver Company upon request of the Canadian Company, and the Canadian Company, except as herein otherwise provided, shall pay to the Vancouver Company the whole cost and expense of such service.

Section 5. The Vancouver Company shall operate the joint section and shall employ all persons necessary to carry on the business of both parties in connection therewith. The Vancouver Company shall require all of said employees to be neutral in the performance of their duties to both parties hereto, and to do the business of the Canadian Company and of other users of the joint section without discrimination. Such agents and employees shall not solicit business or recommend the routing thereof, but in all respects shall act with entire impartiality to the railways using the joint section. The Vancouver Company shall pay on its own rolls the total salaries of all such employees. When any of such employees are required to work overtime the expense of such overtime shall be assumed by the party hereto at whose instance and on whose behalf the work was performed. Upon the request in writing of the Canadian Company, for good cause shown, the Vancouver Company will transfer any of said employees that are unsatisfactory to the Canadian Company. It is expressly understood and agreed that this section is not intended to cover, and does not cover, employees engaged exclusively in the train service of either of the parties hereto, but any employee engaged in the service of either party upon or about trains, coal bunkers, or roundhouses shall be withdrawn from service on the joint section on the request in writing of the other party giving reasonable grounds for such withdrawal.

Section 6. All employees or agents collecting or receiving money, and so far as the custody of any moneys or revenues or effects is concerned, shall be deemed the sole and separate employees of the party for which they handle and receive the same and shall report and remit directly to it. Such party may bond them or require them to furnish bonds, and

no parties hereto shall be liable to any other party hereto on account of the handling of money, revenue or effects by any such employee, or on account of the embezzlement, theft or loss of such money, revenue or effects in any manner whatsoever.

Section 7. Except trainmen and enginemen, all employees of the Vancouver Company engaged in maintaining, repairing or operating the joint section, or in dispatching, giving orders for or directing the movement of trains, cars or engines thereon, or in the performance of any other service for the common benefit of the railway companies using the joint section, shall, as between the parties hereto, for the purposes of this agreement, be deemed while engaged in such work as joint employees of all the railway companies using the joint section. Enginemen and trainmen of any work train engaged in maintaining and repairing the joint section shall likewise be deemed joint employees, but if any persons are engaged partly in the maintenance or operation of the joint section and partly in service not connected therewith, then and in such case they shall be considered as joint employees only to the extent of their employment for the joint use and benefit of the parties hereto in connection with the joint section.

Section 8. Each party hereto assumes all risk of loss, damage or injury which shall in any manner occur upon the joint section, or any part thereof, either to property of such party, or to property in its custody, or to its passengers, or to its employees or to third persons, or which the property covered by this agreement, or which the property of third persons shall suffer by reason of the movement of any engine, car or train of such party in all respects as if the said party had been in exclusive use and control of such joint section or part thereof, excepting only such loss, damage or injury as shall be caused by the sole negligence of the sole employees of the other party; and, excepting only as aforesaid, each party agrees to save the other party harmless from such loss, damage or injury, and from all liability and claim therefor and from all consequent costs and expenses. Each party agrees to save the other party hereto harmless from loss, damage or injury caused by the negligence of its own employees and from all liability and claim therefor, and from all consequent costs and expenses.

The parties hereto expressly covenant and agree that in case of a collision between their respective engines, cars or trains on the joint section, the party whose sole employees are alone at fault shall be solely responsible for and shall settle and pay for the entire loss and damage caused thereby, and shall so save the other party harmless therefrom; and in case any such collision is caused by the fault of employees of both parties or by the fault of any joint employee or employees, or in case the cause of collision is so concealed that

it cannot be determined whose employee or employees were at fault, each party shall bear and pay all the loss, damage and injury which its own property or property in its custody, or its passengers or its employees may have suffered in consequence thereof, and an equal share of all damage to property jointly used.

In the event that loss, damage or injury shall be occasioned by the negligence of the joint employees not covered by some other provision of this agreement or shall be occasioned by the operation of engines, cars or trains in such way that it cannot be determined whose engines, cars or trains caused such injury, loss or damage, then all such loss, damage or injury to persons or property shall be charged to operating expenses and apportioned in accordance with the provisions of Article II of this agreement.

Each party hereto covenants and agrees that it will forever indemnify and save harmless the other party hereto, its successors and assigns from and against all claims, liabilities or judgments by reason of any damage, the risk of which is herein assumed by such party, also from and against all claims, liabilities or judgments on account of any death, injury or damage to persons or property, the liability for which is herein assumed by such party. And such party agrees to pay, satisfy and discharge all costs, charges and expenses that may be incurred in any judgment that may be rendered by reason thereof.

Section 9. All claims or suits growing out of injury to or death of joint employees, or the loss of property of joint employees on the joint section shall be settled and paid in the first instance by the Vancouver Company. If the sole employees of the Vancouver Company are solely responsible for such injury, death or loss, no claim shall be made therefor against the Canadian Company. If the sole employees of the Canadian Company are solely responsible for such injury, death or loss, the Vancouver Company shall make bill upon the Canadian Company for the full amount paid in settlement of such claims or suits, and the Canadian Company shall pay to the Vancouver Company the amount of such bill or bills within thirty (30) days after the receipt thereof, with interest at the rate of five per cent per annum from the date of the disbursement by the Vancouver Company. If such injury, death or loss is caused by the contributing negligence of the sole employees of both parties hereto or by the sole negligence of joint employees, or by the negligence of joint employees combined with the negligence of the sole employees of either of the parties hereto, or in case the cause of the injury, death or loss cannot be determined, the Vancouver Company shall include the amount paid in settlement of such suits or claims in the operating expenses and the same shall be

apportioned and borne by the parties hereto in accordance with the provisions of Article II.

Section 10. Neither party shall under any circumstances have any cause of action against the other for loss or damage of any kind caused by or resulting from interruption or delay to its business.

Section 11. In case a suit or suits shall be commenced by any person or persons, corporation or corporations against either party hereto, for or on account of any loss, damage or injury for which the other party is liable under the provisions of this agreement, the party so sued shall give to the other party reasonable notice in writing of the pendency of such suit, and thereupon the other party shall assume the defense of such suit, and shall save and hold the party so sued harmless from all loss and costs by reason thereof. Neither party shall be concluded by any judgment against the other party unless it have reasonable notice that it will be required to defend and have reasonable opportunity to make such defense. When such notice and opportunity have been given the party notified shall be concluded by the judgment as to all matters that could have been litigated in such suit.

Section 12. The parties shall settle, as between themselves, any claim for loss or damage according to the terms of this agreement, notwithstanding any judgment or decree of any court or other tribunal in a proceeding brought by third parties.

Section 13. The Vancouver Company shall, in exercising the right in this agreement reserved, to admit other tenants to the use of the joint section, or any part thereof, on the terms and conditions permitted by this agreement, insert or cause to be inserted in any agreement admitting such other tenant or tenants, and made binding upon such other tenant or tenants, the provisions of this Article III respecting joint employees, and respecting liability for loss, damage and injury for the benefit of the Canadian Company when similar circumstances arise between the Canadian Company and such other tenant or tenants. And such agreement with such other tenant or tenants shall be construed as if it were signed by all the railway companies at any one time joining in the joint use of the joint section or any part thereof. In the event the Vancouver Company fails to insert or have inserted into any contract thus admitting another tenant to the joint use of the joint section such provisions as in this section provided for, then the Vancouver Company shall assume such obligations as would have rested upon any other such tenant so admitted had such provisions been inserted in the contract admitting such other tenant to the joint use of the property.

ARTICLE IV.

Section 1. If at any time any question shall arise touching the construction of this contract or concerning the business or manner of transacting the business to be carried on under its provisions or concerning the observance or performance of any of its covenants, upon which question the parties cannot agree, such question shall be submitted to the arbitrament of three disinterested persons familiar with such business and experienced in railway management. The party demanding such arbitration shall give to the other party notice of such demand, stating specifically the question to be submitted for decision and nominating a person who has the required qualifications to act as one arbitrator. If at the expiration of fifteen (15) days from the receipt of such notice the party receiving it has not notified the party demanding the arbitration of its nomination of a second arbitrator having like qualifications, the party requiring such arbitration may apply on fifteen (15) days' notice to the other party to a judge of any Superior Court of general jurisdiction, and being a court of record in the Province of British Columbia, for the appointment of a second arbitrator. And in the event of the party to which notice of arbitration is given not having appointed such arbitrator before the application shall come on for hearing before such judge such second arbitrator shall be appointed by such judge, and shall thereupon be deemed an arbitrator within this clause as if appointed by the party to whom such notice was given. The two arbitrators so appointed as aforesaid shall select a third arbitrator, and the three arbitrators so appointed shall constitute a Board of Arbitration. In the event of the two arbitrators being unable to agree on such third arbitrator either party may, upon five (5) clear days' notice to the other, apply to a judge as aforesaid for the appointment of such third arbitrator, and when so appointed such three arbitrators shall constitute the Board as aforesaid.

The third arbitrator shall have power to fix the time and place when and at which the arbitration shall be proceeded with, but in so doing shall give due consideration to the reasonable convenience of the parties and their witnesses.

Section 2. Upon such Board of Arbitration being completed it shall proceed with reasonable diligence to inquire into the questions at issue as disclosed in such notice, and may take such evidence as it may deem reasonable, or either party may submit without, if the Board or a majority deem it advisable, requiring witnesses to be sworn, and may hear argument of counsel or others as in its opinion may be desirable, and, after all the parties interested have been heard shall proceed to make its award in the premises, which award shall be in writing, and which, when signed by two

or more of the arbitrators, shall be final, binding and conclusive upon the parties hereto in respect to all matters so decided.

Section 3. Immediately after any award each party shall make such changes in the conduct of its business, or such payments or restitution, as the case may be, as are in and by such award required to be made.

Section 4. But if the question at issue affects the use of the property by more than two railway companies using the property, such notice of a demand for arbitration shall be given to each company interested, and each shall have the right and be obligated to name an arbitrator having the qualifications hereinbefore stated, or in the event of its failure so to do such arbitrator shall be selected upon the notice hereinbefore provided for, by the judge aforesaid. The arbitrators so chosen, if an even number, shall select one, if an odd number, two additional arbitrators, having the qualifications before stated, to complete the Board. In case of their failure to agree upon such additional arbitrators they shall be appointed by the judge aforesaid upon like notice and in like manner hereinbefore provided. Such Board shall proceed in the same manner as herein provided for arbitration where only two companies are interested, and its award, or an award of a majority of the Board shall be final and conclusive upon the parties interested in such arbitration.

Section 5. In order to insure settlements in such cases which shall bind all the companies using the joint section, there shall be inserted in every contract admitting any other railway company, clauses of arbitration similar to those contained herein, and such arbitration clauses shall be construed as if signed by all the railway companies using the property.

Section 6. The books and papers of both or all the parties, so far as they relate to any matter submitted to arbitration, shall be open to the examination of the arbitrators.

Section 7. Each party to the arbitration shall pay an equal proportion of the fees and expenses of the arbitration, and all the fees and expenses of its own witnesses and counsel; and until the arbitrators shall make their award upon any question submitted to them the business, settlements and payments to be transacted and made under the terms of this agreement shall be continued to be transacted and made in the manner and form existing prior to the arising of such question.

Section 8. If the party shall refuse to keep and perform any award the adverse party may enforce the same by apt proceedings in any court of law or equity.

ARTICLE V.

Section 1. This agreement shall attach to and run with the railways of the respective parties during the term hereof, and shall be binding upon and inure to the benefit of any railway company hereafter owning or operating either of such railways, and the Canadian Company may sell or assign, by way of mortgage, the rights herein granted it in connection with and as a part of its railway line, and may further sell, assign, lease, or in any other way set over the rights herein granted it to and unto the Canadian Northern Railway Company, its successors or assigns, or any company the capital stock of which is owned or controlled by said Canadian Northern Railway Company. The covenants and agreements herein contained shall extend to and be binding upon the parties hereto, their successors, assigns and lessees, in so far as said rights to assign on the part of the Canadian Company are permitted by this paragraph.

Section 2. Nothing in this agreement contained shall limit the right of the Vancouver Company to admit other companies to the use of the joint section, or any part thereof, provided such additional use shall be possible without unduly interfering with the use of the joint section by the Canadian Company. Except as provided for in Section 5 of this Article V, the Canadian Company shall not have the right to permit any other company to the use of the joint section, nor shall it operate thereover, under the guise of doing its own business, trains, engines and cars of any other company.

Section 3. Nothing herein contained shall be taken as creating or increasing any right in any third person to recover by way of damages or otherwise against either of the parties hereto.

Section 4. This agreement shall become effective for a period of twenty years upon the execution thereof and its approval by the Board of Railway Commissioners for Canada, and shall be and become effective in perpetuity upon the approval thereof by Parliament pursuant to Section 7 of this Article, provided, however, the Canadian Company shall not be required to begin the payment of sums which it agrees by paragraphs (a) and (b) of Section 1 of Article II to pay for the joint use of the joint section until August 1, 1916, unless it begins actual use of the joint section prior to said date, in which event it shall begin the payment of all sums as required by Section 1, Article II, as of the date it begins said actual use. Provided, however, the Canadian Company shall have the right, on ninety (90) days' notice in writing to the Vancouver Company, at any time within ten (10) years from the date hereof, to terminate this agreement. In the event of such termination, the Canadian Company shall pay to the

Vancouver Company the cost of any improvements or betterments on the joint section which have been put in by the Vancouver Company solely for the use and benefit of the Canadian Company and which have not theretofore been paid for by the Canadian Company. When so paid for the Vancouver Company will, at the request and expense of the Canadian Company, remove any such improvements or betterments for the benefit of the Canadian Company.

Section 5. The trains, engines and cars of the Canadian Northern Railway Company, its successors or assigns, and of any company or companies owned or controlled (through stock ownership or otherwise) by it, its successors or assigns, and of any company or companies so owned or controlled by the Canadian Company, its successors or assigns, shall be considered the trains, engines and cars of the Canadian Company, and the Canadian Company and the Canadian Northern Railway Company shall have the right to operate the same in their own names respectively, or in the name or names of any such companies so owned or controlled by them, over the joint section under the terms of this agreement. The trains, engines and cars of the Vancouver Company, its successors or assigns, and of any company or companies owned or controlled (through stock ownership or otherwise) by it, its successors or assigns, or of any company or companies owning or controlling (through stock ownership or otherwise) the Vancouver Company, its successors or assigns, shall be considered the trains, engines and cars of the Vancouver Company, and the Vancouver Company or any company or companies so owning or controlling it shall have the right to operate the same in their own names respectively, or in the name or names of any companies so owned or controlled by them, over the joint section under the terms of this agreement.

Section 6. In case the Board of Railway Commissioners for Canada, or the Minister of Railways for the Province of British Columbia, or any other lawful authority, shall make any order in respect to the joint section upon the parties hereto, or either of them, each of the parties hereto will co-operate with the other in the carrying out of such order, and each will so arrange its operation and business as to enable the other to comply with the terms of the order made.

Section 7. The Vancouver Company shall make application to the Parliament of Canada for the necessary legislation confirming and ratifying this agreement, and the Canadian Company consents that such legislation may be enacted, and hereby agrees to co-operate with the Vancouver Company in obtaining the same. The Canadian Company shall make application to the Legislative Assembly of British Columbia for the necessary legislation confirming and ratifying this agreement, and the Vancouver Company

hereby consents to the enactment of such legislation and agrees to co-operate in obtaining the same.

The expense in connection with such applications shall be charged to operating expenses and apportioned and paid accordingly.

Section 8. If for any reason any covenant or agreement hereinbefore contained, not material to the right of the Canadian Company to use the joint section shall be adjudged void, such adjudication shall not affect the validity, obligation or performance of any other covenant or agreement which is in itself valid. No controversy as to the construction or validity of any covenant or agreement shall delay the performance of any other covenant or agreement. In the event of the failure in law of any covenant or agreement herein contained, such steps shall be taken, and such other agreement or agreements shall be made as shall be advised by counsel to carry into effect the purposes and intents herein expressed.

Section 9. If at any time hereafter, by operation of law or judicial proceedings or otherwise, either party hereto, or any receiver, trustee under mortgage or other person for it shall have the right or option to terminate this agreement, then and in such case the other party, its successors or assigns shall also have the right to terminate it.

In witness whereof, the said Vancouver, Victoria and Eastern Railway and Navigation Company and the said Canadian Northern Pacific Railway Company have caused this instrument to be executed by their proper officers and their corporate seals to be hereunto affixed the day and year first above written.

VANCOUVER, VICTORIA AND EASTERN RAILWAY
AND NAVIGATION COMPANY.

(Seal) By Ralph Budd, *President.*

In the presence of: Attest: L. E. Katzenbach,
Emil Borg. *Assistant Secretary.*
G. E. Miller.

CANADIAN NORTHERN PACIFIC RAILWAY
COMPANY.

(Seal) By Wm. Mackenzie, *President.*

Attest: R. P. Ormsby, *Secretary.*
F. W. Phippen.
M. E. Swann.

The Canadian Northern Railway Company, a corporation organized and existing by virtue of the laws of the Dominion of Canada, for and in consideration of the covenants and agreements made in the foregoing contract by the Vancouver, Victoria and Eastern Railway and Navigation Company, and for other valuable considerations to it moving, the receipt whereof is hereby acknowledged, does hereby guarantee to the said Vancouver, Victoria and Eastern Railway and Navigation Company the performance by the Canadian Northern Pacific Railway Company of the foregoing contract and of each and every of the conditions, covenants and agreements therein contained on the part of the said Canadian Northern Pacific Railway Company.

In witness whereof the said Canadian Northern Railway Company has caused this instrument to be executed by its proper officers and its corporate seal to be hereunto affixed and attested this 6th day of November, 1915.

CANADIAN NORTHERN RAILWAY COMPANY.

By Wm. Mackenzie,
President.

(Seal) Attest: R. P. Ormsby,
Asst. Secretary.

In presence of:

F. W. Phippen.
M. E. Swann.

The Great Northern Railway Company, a corporation organized and existing under and by virtue of the laws of the State of Minnesota, for and in consideration of One Dollar (\$1.00) to it in hand paid and for and in consideration of the covenants and agreements made in the foregoing contract by the Canadian Northern Pacific Railway Company, and for other valuable considerations to it moving, the receipt whereof is hereby acknowledged, does hereby guarantee to the said Canadian Northern Pacific Railway Company the performance by the Vancouver, Victoria and Eastern Railway and Navigation Company of the foregoing contract and of each and every of the conditions, covenants and agreements therein contained on the part of the said Vancouver, Victoria and Eastern Railway and Navigation Company.

In witness whereof, the said Great Northern Railway Company has caused this instrument to be executed by its proper

proper officers and its corporate seal to be hereunto affixed and attested this 6th day of November, 1915.

GREAT NORTHERN RAILWAY COMPANY.

By J. M. Gruber,
Vice-President,

Attest: L. E. Katzenbach,
Secretary.

(Seal)

In presence of:

Harry W. Kask.

G. E. Miller.

SCHEDULE "B".

Agreement, made this 6th day of November, 1915, by and between the Canadian Northern Pacific Railway Company, a corporation organized and existing under and by virtue of the laws of British Columbia, party of the first part hereinafter called the "Canadian Company," and the Vancouver, Victoria and Eastern Railway and Navigation Company, a corporation organized and existing under and by virtue of the laws of the Dominion of Canada, party of the second part, hereinafter called the "Vancouver Company."

Whereas, the Canadian Company has about completed a line of railway in the Province of British Columbia, which extends from a point of connection with the railway of the Vancouver Company one-quarter ($\frac{1}{4}$) mile east of the depot of the Canadian Company at Hope, in the District of Yale-Cariboo, British Columbia, to a point of connection to be made with the Vancouver Company's railway at Sumas Landing, one and three-quarter ($1\frac{3}{4}$) miles east of Sumas River bridge, in the District of New Westminster, British Columbia, said line of railway and points of connection being more particularly shown on the plat, identified by the signatures of the Chief Engineers of the parties hereto attached, made a part hereof, and marked Exhibit "A," and

Whereas, the Vancouver Company desires to acquire the right to the full joint and equal use of the portion of the railway of the Canadian Company aforesaid, together with all appurtenant side and passing tracks, and depot and other facilities; and

Whereas, the Canadian Company is willing to grant such use upon the terms and conditions hereinafter contained.

Now therefore, in consideration of the mutual and dependent covenants and agreements by each of the parties hereto to be kept and performed, this agreement witnesseth;

ARTICLE I.

Section 1. The Canadian Company hereby grants to the Vancouver Company in perpetuity the full, joint and equal use, in common with the Canadian Company, and such other company or companies as the Canadian Company shall at any time permit to use the same or any part thereof, and subject to the conditions, limitations and restrictions in these articles set forth, of main and passing tracks of the Canadian Company from the point where the Vancouver Company's track connects with the track of the Canadian Company at Hope, District of Yale-Cariboo, British Columbia (said point being about one-quarter ($\frac{1}{4}$) mile east of the depot of said Canadian Company) to a point of connection between the Canadian Company's track and the track of the Vancouver Company at Sumas Landing, District of New Westminster, British Columbia (said point being one and three-quarter ($1\frac{3}{4}$) miles east of Sumas River bridge of the Vancouver Company); together with like full joint and equal use of the right of way between said points and all side, standing and industrial tracks, buildings, station grounds and appurtenant property thereon and connected therewith between said above described points. Said line of railway and points of connection are represented and shown on Exhibit "A" hereto attached. Under the above grant, the Vancouver Company shall have the right to make said connections and in perpetuity to operate the same, and, with its own employees, to run and operate its trains, engines and cars over and upon all the aforesaid tracks and any and all additional main and passing tracks hereafter built, and over and upon and by means of all additions, improvements and betterments of said railway and appurtenances, and to conduct thereover, subject to the limitations hereinafter set forth, all such business that is or hereafter may be conducted and carried on by a common carrier, including the carrying of mail and express.

Section 2. The Vancouver Company shall have the right to string its telegraph and telephone lines upon the existing or future pole lines located upon and along the right of way of the Canadian Company in Section 1 hereof described. The Vancouver Company shall also have the right at its own expense to erect and thereafter maintain upon said right of way its own pole line, and string thereon its telegraph and telephone wires and connect such wires with its own or other telegraph or telephone lines.

The said line of connecting, main and passing, side, standing and industrial tracks and right of way and all buildings, station grounds, and all appurtenant property with additions thereto and betterments thereof, between the connections aforesaid, is hereinafter referred to as the "joint section."

Section 3. The Canadian Company agrees that it will not before the termination of this agreement make or renew any agreement with any express company for carrying express matter upon or over said joint section which will in anywise interfere with the right of the Vancouver Company to carry express business or messengers upon or over the same; and that it will not interfere with the right of the Vancouver Company to enter into any agreement with any express company which the Vancouver Company may at any time or times select for the purposes of carrying express matter, business or messengers upon the trains of the Vancouver Company. Provided, however, that nothing in this agreement shall be construed to prohibit the Canadian Company from carrying express matter or messengers upon the trains of the Canadian Company, nor to prohibit the Canadian Company from entering into any agreement with any express company which the Canadian Company may at any time or times select for the purpose of carrying express matter, business or messengers upon the trains of the Canadian Company.

Section 4. The Canadian Company shall have charge, supervision and control of the said joint section and the operation and maintenance thereof; shall pay all taxes, if any (other than taxes on earnings), and assessments, if any, that shall be levied thereon; shall maintain and at all times keep the same in good condition and repair and suitable for the business of the Vancouver Company, and make all betterments, renewals and replacements thereof; shall do all acts and things necessary and proper for the operation thereof; and shall comply with all the regulations prescribed by law, or any public authority, with respect thereto for the safety of the public or otherwise. The Canadian Company shall have unrestricted power to change, add to, better and repair the joint section as it may consider advisable, including the right to provide such additional main and other tracks as it shall deem necessary. Provided, however, that such changes, betterments or repairs shall not permanently impair the usefulness of said joint section to the Vancouver Company.

After conference, and subject to agreement with the other party, either of the parties hereto shall have the right to change its motive power and use some form of power other than steam, and to that end the party so changing its motive power shall have the right to add to the joint section the necessary additional facilities, upon which the other party shall not be required to pay any part of the interest charges or operating expenses until it shall have exercised its election, which is hereby given, to make use of the same. In the event the parties hereto cannot agree on the terms and conditions upon which, and the manner in which either of the parties hereto shall exercise the

rights given by this section, the same shall be submitted to arbitration as hereinafter provided.

The Canadian Company shall not be bound to furnish any fuel or other supplies, except water, for the trains or equipment of the Vancouver Company, nor for the special or exclusive use in any other manner of the Vancouver Company or employees thereof.

Section 5. If the Vancouver Company shall at any time deem the construction of additional main track or tracks or other tracks necessary to the proper conduct of its business and the business of other users of the joint section, and the Canadian Company be unwilling to construct any such additional main, or other tracks, then the Vancouver Company shall have the right to submit the question of the reasonable necessity of such track or tracks to arbitration, as hereinafter provided; and the decision in such arbitration shall be binding and conclusive on both or all parties as to the necessity thereof.

Section 6. In the event the Vancouver Company (1) shall construct and maintain its own roundhouses and fuel facilities on the joint section (which it shall have the right to do), or (2) shall construct and maintain its own roundhouses and fuel facilities in close proximity to the joint section, subject to reasonable conditions, it shall have the right to connect all said facilities with the joint section, and it shall not be required to pay any share of interest charges on or operating expenses of any such like facilities created by the Canadian Company subsequent to the date when the Vancouver Company shall have created its own facilities, unless the Vancouver Company should use such added facilities so created by the Canadian Company, in which case the Vancouver Company will pay its pro rata share of interest charges and operating expenses on the bases hereafter in this agreement stated. On reasonable notice the Canadian Company shall have the right to purchase at a fair price for the benefit of all the users of the joint section any such roundhouses or coaling facilities created by the Vancouver Company and located upon the joint section. In the event the parties hereto cannot agree upon the amount to be paid by the Canadian Company for such facilities, the same shall be determined by arbitration as hereinafter provided.

Section 7. The Canadian Company shall install, operate, renew and replace any interlocking or other safety devices at any time required by public authority to be installed at the junctions of the joint section with the lines of the parties hereto, or which may be installed by agreement between the parties. The cost of installation shall be charged to capital account of the joint section, and the expense of maintenance and operation, which shall include the wages of towermen, telegraph and telephone operators

required on account of interlockers or other safety devices, shall be charged to the operating expenses of the joint section.

Section 8. The Vancouver Company, its successors or assigns, shall have the right at any time during the continuance of this agreement, at its own expense, to connect at suitable and convenient points with the joint section (1) any line of railway which it may hereafter construct or acquire; (2) any line of railway which may be constructed or acquired by any company or companies owned or controlled (through stock ownership or otherwise) by the Vancouver Company; and (3) any line of railway constructed or controlled (through stock ownership or otherwise) by any company owning or controlling (through stock ownership or otherwise) the Vancouver Company.

Section 9. Industries shall not be established upon, nor industrial spurs constructed in connection with the joint section except by agreement between the parties hereto. In the event the parties cannot agree upon (1) the question as to whether or not any specified industry shall be located upon the joint section; (2) the question as to whether or not any specified industrial spur shall be constructed in connection with the joint section; or (3) the terms and conditions upon which an industry shall be established on or an industrial spur constructed in connection with the joint section, the same shall be submitted for determination to the Board of Railway Commissioners for Canada, or in the event of its dissolution, to arbitration as hereinafter provided.

ARTICLE II.

Section 1. The Vancouver Company covenants and agrees to pay to the Canadian Company during the existence of this agreement, as full compensation and rental for all the rights, interests, services and privileges herein provided for, the amount of the following named sums, monthly:

(a) One-twelfth of Forty-two Thousand Five Hundred Dollars (\$42,500.00).

(b) A sum equal to one-twelfth of two and one-half per cent per annum from the time when expenditures for each thereof shall be made, upon the cost of all additions to and betterments of the joint section; the terms "additions to" and "betterments of" shall include the items specified as such in the rules, orders, regulations and classifications of the Board of Railway Commissioners for Canada properly applicable and from time to time current during the existence of this agreement.

(c) A pro rata proportion of (1) the cost of maintaining, operating, renewing and replacing the joint section; (2) taxes, when legally imposed, and assessments, when lawfully

made by the government, municipal or otherwise, (other than taxes upon earnings) charged against or payable upon or in respect of the joint section, or any portion thereof, which shall have accrued during the term of use hereunder by the Vancouver Company; and (3) insurance premiums payable in respect to structures on the joint section, which said proportion shall bear the same ratio to the total amount expended for such purposes as the number of miles run each month by the engines and cars of the Vancouver Company over the joint section shall bear to the total number of miles run over the joint section during the same month by all parties using the same, or any part thereof; an engine and tender being counted as two cars. Provided, that the Vancouver Company shall not be charged on account of the maintenance, operation, renewal or replacement of any telegraph or telephone lines not used in its business or in the operation of the joint section, but shall be charged with the entire expense of maintaining, renewing and replacing any telegraph and telephone wires it may string for its own use, and a proportionate part of the cost of any renewals or replacements of the poles and fixtures on which said last mentioned wires may be strung. Provided further, that each of the parties hereto, subject to bearing an equitable proportion of the salaries thereof, shall have the right to require the joint employees of the joint section to attend to its separate or commercial telegraph business. The cost of maintenance, operation, replacement and renewal shall be ascertained by reference to the rules, regulations and classifications of the Board of Railway Commissioners for Canada from time to time current during the existence of this agreement, and shall include expenditures for all items comprehended in the applicable accounts as prescribed by said rules, regulations and classifications.

The sums payable by the Vancouver Company under paragraphs (a) and (b) above are based upon the use of the joint section by the parties hereto only. In the event the Canadian Company shall admit any other railway company or companies to the use of the joint section, the rental payable by the Vancouver Company under paragraphs (a) and (b) above shall be readjusted as follows: If one other company shall be admitted, the Vancouver Company's monthly rental shall be (1) one-twelfth of Thirty-four Thousand Dollars (\$34,000.00) under said paragraph (a), and (2) one-twelfth of two per cent (2%) per annum upon the cost of additions to and betterments of the joint section, as provided for in said paragraph (b); if two or more companies shall be admitted, the Vancouver Company's monthly rental shall be (1) one-twelfth of Twenty-five Thousand Five Hundred Dollars (\$25,500.00) under said paragraph (a), and (2) one-twelfth of one and one-half per cent ($1\frac{1}{2}\%$) per annum upon

the cost of additions to and betterments of the joint section, as provided for in said paragraph (b).

In the event that any company or companies shall use a portion only of the joint section, the joint section shall during such use for the purpose of accounting and ascertaining the pro rata proportion of the capital charges, taxes, cost of maintenance and operation to be paid by the users of the joint section and parts thereof, be divided into subsections conforming to the use which may be made thereof and separate accounts shall be kept in respect of all said subsections used by some companies and not by others, and the pro rata proportion of the operating expenses, insurance and taxes, and of percentage of capital charges, which shall be borne by each company using the joint section, or any portion thereof, shall be based on the several portions so used by said several companies, the intention being that a company hereafter admitted using a portion of the joint section shall not be called upon to contribute to the operating expenses, insurance, taxes or to capital charges on portions thereof not used by such company. Nothing herein contained shall lessen or alter the liability of the Vancouver Company to pay, during the continuance of this contract, in respect of any portion of the joint section where such portion is not used by any company hereafter admitted.

Section 2. The Vancouver Company shall pay to the Canadian Company at its office in Vancouver all the compensation and charges of every name and nature which in and by this agreement the Vancouver Company is required to pay, in monthly instalments, within twenty (20) days after the rendition of proper bills therefor in respect of payments required under paragraphs (a) and (b) of Section 1 of this Article, and within thirty (30) days after the rendition of proper bills therefor in respect of all other compensation and charges required to be paid hereunder.

Bills shall be rendered monthly by the Canadian Company as soon as may be after the last day of each month for which such compensation and charges shall have accrued and shall contain a detailed statement of the amount due on account of expenses incurred and services rendered during such month, and be accompanied, when required, by copies of payrolls and vouchers showing expenses, certified by the General Manager, General Superintendent or Superintendent of the Canadian Company. The Canadian Company shall from time to time render necessary car mile statements to enable the amounts payable as aforesaid to be determined by the several companies using the joint section or any portion thereof; said statements to be subject to verification and correction by the various parties interested therein. The books, records, vouchers, accounts and papers of the Canadian Company touching or material to the

cost of improvements, betterments or additions to the joint section, or touching or material to the operating expenses, shall at all times be freely open to the examination of the Vancouver Company. The payment of bills rendered shall not be delayed for errors which are not serious and important, but bills shall be paid as rendered, notwithstanding any error of ordinary character likely to occur in railway accounts, subject to correction and adjustment of all such errors in subsequent bills.

Section 3. The Canadian Company shall keep the station buildings and other insurable property at any time a part of the joint section at all times reasonably insured. In the event of any loss or damage to any of said station buildings or property the insurance money recovered in respect thereof shall be applicable towards the rebuilding, replacement and repair of the damaged or destroyed property. In the event that at the time of or prior to the damage or destruction of any such building or property, it shall be unnecessary for the use of said joint section, and it shall not be desirable to rebuild, replace or repair the same, any insurance money collected in respect of such loss or damage shall be retained by the Canadian Company, but shall be credited to the cost of any additions or betterments to the joint section on account of which the Vancouver Company's rental may have been increased as herein provided, and such rentals shall be decreased accordingly.

Section 4. In the event of the sale of any property now or hereafter forming a portion of the joint section, or being appurtenant thereto, the proceeds of such sale shall be retained by the Canadian Company, but shall be credited to capital account and the rental reduced accordingly. Any revenue derived from rental of any portion or portions of the joint section or for the use of the joint section or any portion thereof, other than from other railway companies for the joint use thereof, shall be retained by the Canadian Company but for the purposes of this contract shall be deducted from the total of the operating expenses of the joint section for the month during which the same was received before the apportionment of such expenses under the terms of this contract.

Section 5. If the Vancouver Company shall fail to make any payment when due which it is obliged by this contract to make, or fail in any other respect to perform the obligations on its part to be performed under this agreement, and such default shall continue for six months after notice in writing shall have been given by the Canadian Company to the Vancouver Company of an intention to terminate the contract, the Canadian Company may at its election declare this agreement terminated and may exclude the Vancouver Company from all use of the joint section. Provided, that failure to make any payment which is the subject of arbi-

tration or litigation between the parties shall not, pending such arbitration or litigation, be deemed cause of forfeiture hereunder.

ARTICLE III.

Section 1. The Canadian Company shall make reasonable rules and regulations, such as are from time to time customary among railroads, for the operation of the joint section. All rules, regulations and train schedules shall be equally just, fair and non-discriminatory as between the parties hereto. Each company shall have in every respect the same rights and privileges in the transaction of its business.

All trains, engines and cars shall move over said joint section under and in accordance with the orders of the managers, superintendents, dispatchers and other officers of the Canadian Company having authority in that behalf in matters relating to the movement of trains, or in any other way affecting the safe and proper working of the joint section; and all conductors, enginemen, trainmen and other employees of the Vancouver Company connected with its trains, engines, and cars, shall while upon the joint section be subject to the rules and regulations of the Canadian Company and the orders of its said officers in respect of such movement. The trains of the Vancouver Company shall in every respect be given by the officers, agents and employees in charge or control of or engaged upon the joint section, equality of right, privilege and advantage with trains of a similar class of the Canadian Company thereon; and shall equally have preference over trains of an inferior class belonging to either of the parties. All passenger trains shall be given preference over other trains. The main tracks of the joint section shall, so far as practicable, be at all times kept unobstructed for the use of such parties as may be entitled to use the same.

Section 2. Joint schedules for the movement of engines, trains and cars over and upon the joint section shall be made from time to time by joint action of the proper officers of both parties hereto; said schedules shall as nearly as may be practicable afford an equality of right, privilege and advantage to trains of the same class operated by each party hereto and, to trains of a superior class operated by either party, a preference over trains of an inferior class operated by the other party. In the event of any dispute, or inability on the part of such officers to arrange and agree upon said schedules, or to arrange for or agree as to the speed of any trains in their movement over said joint section it shall, if an agreement cannot otherwise be reached, be referred to and settled by arbitration in the manner hereinafter provided.

Section 3. The Canadian Company shall be bound to use only reasonable and customary care, skill and diligence

in maintaining, repairing and operating the joint section. The Vancouver Company shall not by reason of any defect in the joint section, or by reason of the failure or neglect of the Canadian Company to repair any such defect or by reason of the failure or neglect of any joint employee, as herein defined, to repair such defect, have or make against the Canadian Company any claim or demand for any loss, damage or injury whatsoever arising from such defect, neglect or failure; but should the Canadian Company fail to repair any defect within a reasonable time after the Vancouver Company shall have notified it, specifying the defect and requesting that it be repaired, then the Vancouver Company shall have the right to make the necessary repairs at once, and the Canadian Company shall and will pay to the Vancouver Company the cost thereof, but shall include and apportion the amount thereof in operating expenses as provided by Article II of this agreement.

The Vancouver Company shall at all times require its officers and employees to give prompt notice to the Canadian Company of any defect in the joint section which may come to the notice of such officers and employees, but in no case shall the Vancouver Company be liable in damages to the Canadian Company, or to any person using the joint section for the failure of such officers or employees to give such notice.

Section 4. In the event any engines, trains or cars of the Vancouver Company shall be wrecked while being run and operated over and upon the joint section, the wreck shall be picked up at once and removed by the Canadian Company upon request of the Vancouver Company, and the Vancouver Company, except as herein otherwise provided, shall pay to the Canadian Company the whole cost and expense of such service.

Section 5. The Canadian Company shall operate the joint section and shall employ all persons necessary to carry on the business of both parties in connection therewith. The Canadian Company shall require all of said employees to be neutral in the performance of their duties to both parties hereto, and to do the business of the Vancouver Company and of other users of the joint section without discrimination. Such agents and employees shall not solicit business or recommend the routing thereof, but in all respects shall act with entire impartiality to the railways using the joint section. The Canadian Company shall pay on its own rolls the total salaries of all such employees. When any of such employees are required to work overtime the expense of such overtime shall be assumed by the party hereto at whose instance and on whose behalf the work was performed. Upon the request in writing of the Vancouver Company, for good cause shown, the Canadian Company will transfer any of said

employees that are unsatisfactory to the Vancouver Company. It is expressly understood and agreed that this section is not intended to cover, and does not cover, employees engaged exclusively in the train service of either of the parties hereto, but any employee engaged in the service of either party upon or about trains, coal bunkers, or round-houses shall be withdrawn from service on the joint section on the request in writing of the other party giving reasonable grounds for such withdrawal.

Section 6. All employees or agents collecting or receiving money, and so far as the custody of any moneys or revenues or effects is concerned, shall be deemed the sole and separate employees of the party for which they handle and receive the same and shall report and remit directly to it. Such party may bond them or require them to furnish bonds, and no parties hereto shall be liable to any other party hereto on account of the handling of money, revenue or effects by any such employee, or on account of the embezzlement, theft or loss of such money, revenue or effects in any manner whatsoever.

Section 7. Except trainmen and enginemen, all employees of the Canadian Company engaged in maintaining, repairing or operating the joint section, or in dispatching, giving orders for or directing the movement of trains, cars or engines thereon, or in the performance of any other service for the common benefit of the railway companies using the joint section, shall as between the parties hereto, for the purposes of this agreement, be deemed while engaged in such work as joint employees of all the railway companies using the joint section. Enginemen and trainmen of any work train engaged in maintaining and repairing the joint section shall likewise be deemed joint employees, but if any persons are engaged partly in the maintenance or operation of the joint section and partly in service not connected therewith, then and in such case they shall be considered as joint employees only to the extent of their employment for the joint use and benefit of the parties hereto in connection with the joint section.

Section 8. Each party hereto assumes all risk of loss, damage or injury which shall in any manner occur upon the joint section, or any part thereof, either to property of such party, or to property in its custody, or to its passengers, or to its employees or to third persons, or which the property covered by this agreement, or which the property of third persons shall suffer by reason of the movement of any engine, car or train of such party in all respects as if the said party had been in exclusive use and control of such joint section or part thereof, excepting only such loss, damage or injury as shall be caused by the sole negligence of the sole employees of the other party; and, excepting only as aforesaid, each party agrees to save the other party

harmless from such loss, damage or injury, and from all liability and claim therefor and from all consequent costs and expenses. Each party agrees to save the other party hereto harmless from loss, damage or injury caused by the negligence of its own employees and from all liability and claim therefor, and from all consequent costs and expenses.

The parties hereto expressly covenant and agree that in case of a collision between their respective engines, cars or trains on the joint section, the party whose sole employees are alone at fault shall be solely responsible for and shall settle and pay for the entire loss and damage caused thereby, and shall so save the other party harmless therefrom; and in case any such collision is caused by the fault of employees of both parties or by the fault of any joint employee or employees, or in case the cause of collision is so concealed that it cannot be determined whose employee or employees were at fault, each party shall bear and pay all the loss, damage and injury which its own property or property in its custody, or its passengers or its employees may have suffered in consequence thereof, and an equal share of all damage to property jointly used.

In the event that loss, damage or injury shall be occasioned by the negligence of the joint employees not covered by some other provision of this agreement or shall be occasioned by the operation of engines, cars or trains in such way that it cannot be determined whose engines, cars or trains caused such injury, loss or damage, then all such loss, damage or injury to persons or property shall be charged to operating expenses and apportioned in accordance with the provisions of Article II of this agreement.

Each party hereto covenants and agrees that it will forever indemnify and save harmless the other party hereto, its successors and assigns, from and against all claims, liabilities or judgments by reason of any damage, the risk of which is herein assumed by such party, also from and against all claims, liabilities or judgments on account of any death, injury or damage to persons or property, the liability for which is herein assumed by such party. And such party agrees to pay, satisfy and discharge all costs, charges and expenses that may be incurred in any judgment that may be rendered by reason thereof.

Section 9. All claims or suits growing out of injury to or death of joint employees, or the loss of property of joint employees on the joint section shall be settled and paid in the first instance by the Canadian Company. If the sole employees of the Canadian Company are solely responsible for such injury, death or loss, no claim shall be made therefor against the Vancouver Company. If the sole employees of the Vancouver Company are solely responsible for such injury, death or loss, the Canadian Company shall make bill upon the Vancouver Company for the full amount

paid in settlement of such claims or suits, and the Vancouver Company shall pay to the Canadian Company the amount of such bill or bills within thirty (30) days after the receipt thereof, with interest at the rate of five per cent per annum from the date of the disbursement by the Canadian Company. If such injury, death or loss is caused by the contributing negligence of the sole employees of both parties hereto or by the sole negligence of joint employees, or by the negligence of joint employees combined with the negligence of the sole employees of either of the parties hereto, or in case the cause of the injury, death or loss cannot be determined, the Canadian Company shall include the amount paid in settlement of such suits or claims in the operating expenses and the same shall be apportioned and borne by the parties hereto in accordance with the provisions of Article II.

Section 10. Neither party shall under any circumstances have any cause of action against the other for loss or damage of any kind caused by or resulting from interruption or delay to its business.

Section 11. In case a suit or suits shall be commenced by any person or persons, corporation or corporations against either party hereto, for or on account of any loss, damage or injury for which the other party is liable under the provisions of this agreement, the party so sued shall give to the other party reasonable notice in writing of the pendency of such suit, and thereupon the other party shall assume the defense of such suit, and shall save and hold the party so sued harmless from all loss and costs by reason thereof. Neither party shall be concluded by any judgment against the other party unless it have reasonable notice that it will be required to defend and have reasonable opportunity to make such defense. When such notice and opportunity have been given the party notified shall be concluded by the judgment as to all matters that could have been litigated in such suit.

Section 12. The parties shall settle, as between themselves, any claim for loss or damage according to the terms of this agreement, notwithstanding any judgment or decree of any court or other tribunal in a proceeding brought by third parties.

Section 13. The Canadian Company shall in exercising the right in this agreement reserved, to admit other tenants to the use of the joint section, or any part thereof, on the terms and conditions permitted by this agreement, insert or cause to be inserted in any agreement admitting such other tenant or tenants, and made binding upon such other tenant or tenants, the provisions of this Article III respecting joint employees, and respecting liability for loss, damage and injury for the benefit of the Vancouver Company when similar circumstances arise between the Van-

couver Company and such other tenant or tenants. And such agreement with such other tenant or tenants shall be construed as if it were signed by all the railway companies at any one time joining in the joint use of the joint section or any part thereof. In the event that the Canadian Company fails to insert or have inserted into any contract thus admitting another tenant to the joint use of the joint section such provisions as in this section provided for, then the Canadian Company shall assume such obligations as would have rested upon any other such tenant so admitted had such provisions been inserted in the contract admitting such other tenant to the joint use of the property.

ARTICLE IV.

Section 1. If at any time any question shall arise touching the construction of this contract or concerning the business or manner of transacting the business to be carried on under its provisions or concerning the observance or performance of any of its covenants upon which question the parties cannot agree, such question shall be submitted to the arbitrament of three disinterested persons familiar with such business and experienced in railway management. The party demanding such arbitration shall give to the other party notice of such demand, stating specifically the question to be submitted for decision and nominating a person who has the required qualifications to act as one arbitrator. If at the expiration of fifteen (15) days from the receipt of such notice the party receiving it has not notified the party demanding the arbitration of its nomination of a second arbitrator having like qualifications, the party requiring such arbitration may apply on fifteen (15) days' notice to the other party to a judge of any Superior Court of general jurisdiction, and being a court of record in the Province of British Columbia, for the appointment of a second arbitrator. And in the event of the party to which notice of arbitration is given not having appointed such arbitrator before the application shall come on for hearing before such judge, such second arbitrator shall be appointed by such Judge, and shall thereupon be deemed an arbitrator within this clause as if appointed by the party to whom such notice was given. The two arbitrators so appointed as aforesaid shall select a third arbitrator, and the three arbitrators so appointed shall constitute a Board of Arbitration. In the event of the two arbitrators being unable to agree on such third arbitrator either party may upon five (5) clear days' notice to the other apply to a judge as aforesaid for the appointment of such third arbitrator, and when so appointed such three arbitrators shall constitute the Board as aforesaid.

The third arbitrator shall have power to fix the time and place when and at which the arbitration shall be proceeded

with, but in so doing shall give due consideration to the reasonable convenience of the parties and their witnesses.

Section 2. Upon such Board of Arbitration being completed it shall proceed with reasonable diligence to inquire into the questions at issue as disclosed in such notice, and may take such evidence as it may deem reasonable, or either party may submit without, if the Board or a majority deem it advisable, requiring witnesses to be sworn, and may hear argument of counsel or others as in its opinion may be desirable, and, after all the parties interested have been heard shall proceed to make its award in the premises, which award shall be in writing, and which, when signed by two or more of the arbitrators, shall be final, binding and conclusive upon the parties hereto in respect to all matters so decided.

Section 3. Immediately after any award each party shall make such changes in the conduct of its business, or such payments or restitution, as the case may be, as are in and by such award required to be made.

Section 4. But if the question at issue affects the use of the property by more than two railway companies using the property, such notice of a demand for arbitration shall be given to each company interested, and each shall have the right and be obligated to name an arbitrator having the qualifications hereinbefore stated, or in the event of its failure so to do such arbitrator shall be selected upon the notice hereinbefore provided for, by the judge aforesaid. The arbitrators so chosen, if an even number, shall select one, if an odd number, two additional arbitrators, having the qualifications before stated, to complete the Board. In case of their failure to agree upon such additional arbitrators they shall be appointed by the judge aforesaid upon like notice and in like manner hereinbefore provided. Such Board shall proceed in the same manner as herein provided for arbitration where only two companies are interested, and its award, or an award of a majority of the Board shall be final and conclusive upon the parties interested in such arbitration.

Section 5. In order to insure settlements in such cases which shall bind all the companies using the joint section, there shall be inserted in every contract admitting any other railway company, clauses of arbitration similar to those contained herein and such arbitration clauses shall be construed as if signed by all the railway companies using the property.

Section 6. The books and papers of both or all the parties so far as they relate to any matter submitted to arbitration, shall be open to the examination of the arbitrators.

Section 7. Each party to the arbitration shall pay an equal proportion of the fees and expenses of the arbitration, and all the fees and expenses of its own witnesses and counsel; and until the arbitrators shall make their award upon any

question submitted to them the business, settlements and payments to be transacted and made under the terms of this agreement shall be continued to be transacted and made in the manner and form existing prior to the arising of such question.

Section 8. If the party shall refuse to keep and perform any award the adverse party may enforce the same by apt proceedings in any court of law or equity.

ARTICLE V.

Section 1. This agreement shall attach to and run with the railways of the respective parties during the term hereof, and shall be binding upon and inure to the benefit of any railway company hereafter owning or operating either of such railways, and the Vancouver Company may sell or assign, by way of mortgage, the rights herein granted it in connection with and as a part of its railway line, and may further sell, assign, lease, or in any other way set over the rights herein granted it to and unto the Great Northern Railway Company, its successors or assigns, or any company the capital stock of which is owned or controlled by said Great Northern Railway Company. The covenants and agreements herein contained shall extend to and be binding upon the parties hereto, their successors, assigns and lessees, in so far as said rights to assign on the part of the Vancouver Company are permitted by this paragraph.

Section 2. Nothing in this agreement contained shall limit the right of the Canadian Company to admit other companies to the use of the joint section, or any part thereof, provided such additional use shall be possible without unduly interfering with the use of the joint section by the Vancouver Company. Except as provided for in Section 5 of this Article V, the Vancouver Company shall not have the right to permit any other company to the use of the joint section, nor shall it operate thereover, under the guise of doing its own business, trains, engines and cars of any other company.

Section 3. Nothing herein contained shall be taken as creating or increasing any right in any third person to recover by way of damages or otherwise against either of the parties hereto.

Section 4. This agreement shall become effective, for a period of twenty (20) years, upon the execution thereof and its approval by the Board of Railway Commissioners for Canada, and shall be effective in perpetuity upon approval thereof by Parliament pursuant to Section 7 of this Article; provided, however, the Vancouver Company shall not be required to begin the payment of sums which it agrees by paragraphs (a) and (b) of Section 1 of Article II to pay for the joint use of the joint section until August 1, 1916, unless

it begins actual use of the joint section prior to said date, in which event it shall begin the payment of all sums as required by Section 1, Article II, as of the date it begins said actual use.

Section 5. The trains, engines and cars of the Great Northern Railway Company, its successors or assigns, and of any company or companies owned or controlled (through stock ownership or otherwise) by it, its successors or assigns and of any company or companies so owned or controlled by the Vancouver Company, its successors or assigns, shall be considered the trains, engines and cars of the Vancouver Company, and the Vancouver Company and the Great Northern Railway Company shall have the right to operate the same in their own names respectively, or in the name or names of any such companies so owned or controlled by them over the joint section under the terms of this agreement. The trains, engines and cars of the Canadian Company, its successors or assigns, and of any company or companies owned or controlled (through stock ownership or otherwise), by it, its successors or assigns, or of any company or companies owning or controlling (through stock ownership or otherwise) the Canadian Company, its successors or assigns, shall be considered the trains, engines and cars of the Canadian Company, and the Canadian Company or any company or companies so owning or controlling it shall have the right to operate the same in their own names respectively, or in the name or names of any companies so owned or controlled by them, over the joint section under the terms of this agreement.

Section 6. In case the Board of Railway Commissioners for Canada, or the Minister of Railways for the Province of British Columbia or any other lawful authority, shall make any order in respect to the joint section upon the parties hereto, or either of them, each of the parties hereto will cooperate with the other in the carrying out of such order, and each will so arrange its operation and business as to enable the other to comply with the terms of the order made.

Section 7. The Vancouver Company shall make application to the Parliament of Canada for the necessary legislation confirming and ratifying this agreement, and the Canadian Company consents that such legislation may be enacted, and hereby agrees to co-operate with the Vancouver Company in obtaining the same. The Canadian Company shall make application to the Legislative Assembly of British Columbia for the necessary legislation confirming and ratifying this agreement, and the Vancouver Company hereby consents to the enactment of such legislation and agrees to co-operate in obtaining the same. The expense in connection with such applications shall be charged to operating expenses and apportioned and paid accordingly.

Section 8. If for any reason any covenant or agreement hereinbefore contained, not material to the right of the Vancouver Company to use the joint section shall be adjudged void, such adjudication shall not affect the validity, obligation or performance of any other covenant or agreement which is in itself valid. No controversy as to the construction or validity of any covenant or agreement shall delay the performance of any other covenant or agreement. In the event of the failure in law of any covenant or agreement herein contained, such steps shall be taken and such other agreement or agreements shall be made as shall be advised by counsel to carry into effect the purposes and intents herein expressed.

Section 9. If at any time hereafter by operation of law or judicial proceedings or otherwise, either party hereto, or any receiver, trustee under mortgage or other person for it shall have the right or option to terminate this agreement then and in such case the other party, its successors or assigns, shall also have the right to terminate it.

In witness whereof, the said Canadian Northern Pacific Railway Company and the said Vancouver, Victoria and Eastern Railway and Navigation Company have caused this instrument to be executed by their proper officers and their corporate seals to be hereunto affixed the day and year first above written.

CANADIAN NORTHERN PACIFIC RAILWAY COMPANY.

By Wm. Mackenzie,

President.

Attest: R. P. Ormsby,

Secretary.

(Seal)

In presence of:

F. H. Phippen.

M. E. Swann.

VANCOUVER, VICTORIA AND EASTERN RAILWAY AND
NAVIGATION COMPANY.

By Ralph Budd,

President.

Attest: L. R. Katzenbach,

Assistant Secretary.

(Seal)

E. C. Lindley.

G. E. Walbert.

The Great Northern Railway Company, a corporation organized and existing under and by virtue of the laws of the State of Minnesota, for and in consideration of the covenants and agreements made in the foregoing contract by the Canadian Northern Pacific Railway Company, and for other valuable considerations to it moving, the receipt whereof is hereby acknowledged, does hereby guarantee to

the said Canadian Northern Pacific Railway Company, the performance by the Vancouver, Victoria and Eastern Railway and Navigation Company of the foregoing contract and of each and every of the conditions, covenants and agreements therein contained on the part of the said Vancouver, Victoria and Eastern Railway and Navigation Company.

In witness whereof the said Great Northern Railway Company has caused this instrument to be executed by its proper officers and its corporate seal to be hereunto affixed and attested this 6th day of November, 1915.

GREAT NORTHERN RAILWAY COMPANY.

By J. M. Gruber,

Vice-President.

Attest: L. E. Katzenbach,

Secretary.

(Seal)

In presence of:

Harry W. Kask.

G. E. Walbert.

The Canadian Northern Railway Company, a corporation organized and existing by virtue of the laws of the Dominion of Canada, for and in consideration of one dollar (\$1.00) to it in hand paid and for and in consideration of the covenants and agreements made in the foregoing contract by the Vancouver, Victoria and Eastern Railway and Navigation Company, and for other valuable considerations to it moving, the receipt whereof is hereby acknowledged, does hereby guarantee to the said Vancouver, Victoria and Eastern Railway and Navigation Company, the performance by the Canadian Northern Pacific Railway Company of the foregoing contract and of each and every of the conditions, covenants and agreements therein contained on the part of the said Canadian Northern Pacific Railway Company.

In witness whereof, the said Canadian Northern Railway Company has caused this instrument to be executed by its proper officers and its corporate seal to be hereunto affixed and attested this 6th day of November, 1915.

CANADIAN NORTHERN RAILWAY COMPANY,

By Wm. Mackenzie,

President.

Attest: R. P. Ormsby,

Asst. Secretary.

(Seal)

In the presence of:

F. H. Phippen.

M. E. Swann.



CHAP. 60.

An Act respecting The Western Dominion Railway Company.

[Assented to 25th July, 1917.]

WHEREAS The Western Dominion Railway Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1912, c. 168;
1914, c. 115;
1915, c. 60.

1. The Western Dominion Railway Company, hereinafter called "The Company," may, within two years after the passing of this Act, commence to construct the railway authorized by section eight of chapter one hundred and sixty-eight of the statutes of 1912, namely:—

Extension of
time for
construction
of railway.

"From a point on the International boundary in range twenty-three west of the fourth meridian in the province of Alberta, thence northwesterly to the town of Cardston, thence northwesterly, via the town of Pincher Creek, to a point on the Crow's Nest branch of the Canadian Pacific Railway at or near Lunbreck, thence northerly and west of the Porcupine Hills to the city of Calgary, thence northerly and west of Snake Lake, Gull Lake and Pigeon Lake to the city of Edmonton, thence in a generally northwesterly direction to Fort St. John in the province of British Columbia; with a branch line from a point on the said main line west of the town of Pincher Creek, in township six, range one, west of the fifth meridian, in a generally southwesterly direction and along the south fork of the Old Man River to the boundary of the province of British Columbia;"

and the branch lines of railway authorized by section one of chapter one hundred and fifteen of the statutes of 1914, namely:—

Extension of
time for
construction
of branch
lines.

"(a) From a point on the Company's line of railway in or near section fifteen (15), township ten (10),

range two (2), west of the fifth (5th) meridian, in the province of Alberta, westerly and north-westerly along the north fork of the Oldman river to the boundary between Alberta and British Columbia;

(b) From a point on the Company's line in or near section nineteen (19), township eighteen (18), range two (2), west of the fifth (5th) meridian, in the province of Alberta, westerly along Highwood river to the boundary between Alberta and British Columbia;

(c) From a point on the Company's line in or near section thirty-five (35), township nineteen (19), range three (3), west of the fifth (5th) meridian, in the province of Alberta, westerly along the south branch of Sheep river to the boundary between Alberta and British Columbia."

and may expend fifteen per cent of its capital stock thereon (including expenditure already made), and may complete the said railways and put them in operation within five years after the passing of this Act; and if, within the said periods respectively, the said railways are not so commenced, and such expenditure is not so made, or if the said railways are not so completed and put in operation, the powers of construction conferred upon the Company by Parliament shall cease and be null and void as respects so much of the said railways as then remains uncompleted.

Repeal.

2. Section one of chapter sixty of the statutes of 1915 is hereby repealed.

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to the King's most Excellent Majesty.



7-8 GEORGE V.

CHAP. 61.

An Act respecting The Canada Preferred Insurance Company.

[Assented to 25th July, 1917.]

WHEREAS The Canada Preferred Insurance Company ^{1913, c. 88.}
has by its petition prayed that it be enacted as ^{1915, c. 61.}
hereinafter set forth, and it is expedient to grant the prayer
of the said petition: Therefore His Majesty, by and with
the advice and consent of the Senate and House of Commons
of Canada, enacts as follows:—

1. Section 1 of chapter 88 of the statutes of 1913 incor- ^{Incorporators.}
porating The Canada Preferred Insurance Company is
hereby amended by striking out the words "Samuel J.
Slack," and inserting in lieu thereof the words "William
C. Shelly."

2. Notwithstanding anything in section 78 of *The* ^{Extension of}
Insurance Act, 1910, or in the Acts, chapter 88 of the statutes ^{time.}
of 1913 incorporating the said company, and chapter 61 of
the statutes of 1915, the said Act, chapter 88, shall be
deemed not to have expired and ceased to be in force after
the ninth day of April, 1917, but to have continued and to be
in force, for all purposes thereof whatsoever, until the tenth
day of April, 1919, and the Minister of Finance may, at any ^{1910, c. 32.}
time not later than the ninth day of April, 1919, and subject
to all other provisions of *The Insurance Act, 1910*, grant to
that company the license necessary for carrying on business.

3. If the company has not obtained the said license ^{Limitation.}
before the tenth day of April, 1919, the said Act, chapter 88
of the statutes of 1913, shall then expire and cease to be in
force thereafter, except for the sole purpose of winding up
the company's business, but otherwise shall remain in full
force and effect for all purposes thereof whatsoever.



7-8 GEORGE V.

CHAP. 62.

An Act to amend the Act incorporating The Canadian Surety Company.

[Assented to 25th July, 1917.]

WHEREAS The Canadian Surety Company has by its 1911, c. 60.
petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. Section six of chapter sixty of the statutes of 1911 is hereby amended by adding thereto the following:—

Additional businesses authorized.

- (d) Automobile insurance;
- (e) Accident insurance;
- (f) Sickness insurance;
- (g) Fire insurance.

2. Section seven of the said Act is repealed and the following section is substituted therefor:—

Commencement of business.

“7. (1) The Company may commence the business of guarantee, automobile, plate glass, and burglary insurance when two hundred and twenty-five thousand dollars of capital stock have been subscribed and paid.

Guarantee, automobile, etc., insurance.

(2) The Company shall not commence the business of accident and sickness insurance in addition to the classes of insurance mentioned in subsection one hereof until its subscribed and paid-up capital stock has been increased to three hundred thousand dollars.

Accident and sickness insurance.

(3) The Company shall not commence the business of fire insurance in addition to the classes of insurance mentioned in subsection one hereof until its subscribed capital stock has been increased to four hundred and twenty-five thousand dollars and three hundred and twenty-five thousand dollars have been paid thereon.

Fire insurance.

All classes.

(4) The Company shall not commence the business of all the classes authorized by this Act until five hundred thousand dollars of its capital stock have been subscribed and at least four hundred and twenty-five thousand dollars have been paid thereon.

Increase of
capital after
issue of fire
insurance
license.

(5) In the event of a license being issued to the Company for fire insurance, a further sum of seventy-five thousand dollars shall be paid upon its capital stock within five years by payments amounting in any one year to not less than fifteen thousand dollars, or such that taken together with previous payments under this paragraph would amount to not less than an annual payment of fifteen thousand dollars."

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to the King's most Excellent Majesty.



7-8 GEORGE V.

CHAP. 63.

An Act respecting The Empire Life Insurance Company of Canada.

[Assented to 25th July, 1917.]

WHEREAS The Empire Life Insurance Company of Canada has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Preamble.
1911, c. 75.
1913, c. 111.
1914, c. 121.
1915, c. 63.

1. Notwithstanding anything in section 78 of *The Insurance Act, 1910*, or in the Act, chapter 75 of the statutes of 1911, incorporating The Empire Life Insurance Company of Canada, or in the Acts, chapter 111 of the statutes of 1913, chapter 121 of the statutes of 1914, and chapter 63 of the statutes of 1915, the said chapter 75 shall be deemed not to have expired and ceased to be in force after the third day of April, 1917, but to have continued and to be in force for all purposes thereof whatsoever, until the fourth day of April, 1919; and the Minister of Finance may, at any time not later than the third day of April, 1919, and subject to all other provisions of *The Insurance Act, 1910*, grant to that company the license necessary for carrying on business.

Extension of
time.

1910, c. 32.

2. If the company has not obtained the said license before the fourth day of April, 1919, the said chapter 75 shall then expire and cease to be in force thereafter, except for the sole purpose of winding up the company's business, but otherwise shall remain in full force and effect for all purposes thereof whatsoever.

Limitation.



7-8 GEORGE V.

CHAP. 64.

An Act respecting The Guardian Accident and Guarantee Company and to change its name to "The Guardian Insurance Company of Canada."

[Assented to 25th July, 1917.]

WHEREAS The Guardian Accident and Guarantee Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The name of The Guardian Accident and Guarantee Company, hereinafter called "the Company," is hereby changed to "The Guardian Insurance Company of Canada," but such change in name shall not in any way impair, alter or affect the rights or liabilities of the Company, nor in any way affect any suit or proceeding now pending, or judgment existing, either by or in favour of, or against the Company, which, notwithstanding such change in the name of the Company, may be prosecuted, continued, completed and enforced as if this Act had not been passed.

Name
changed.

Rights
saved.

2. Section seven of chapter eighty-six of the statutes of 1911 is repealed and the following is substituted therefor:—

Business
authorized.

"**7.** The Company may make contracts of insurance of any of the following classes of insurance,—

- (a) accident insurance;
- (b) sickness insurance;
- (c) burglary insurance;
- (d) guarantee insurance (other than guaranteeing the sufficiency or repayment of any mortgage, debenture or other security for any loan);
- (e) plate glass insurance;

- (f) automobile insurance;
- (g) fire insurance.

Commence-
ment of fire
insurance
business.

3. (1) The Company shall not commence the business of fire insurance until the amount paid upon its capital stock has been increased to at least three hundred thousand dollars and unless its assets exceed its liabilities, including the total of the unearned premiums upon all its outstanding unmatured policies, calculated *pro rata* for the time unexpired and excluding capital stock, by at least three hundred thousand dollars.

Increase of
capital after
issue of fire
insurance
license.

(2) Within five years from the date of the issue of a license for fire insurance the amount paid upon the Company's capital stock shall be increased to at least three hundred and seventy-five thousand dollars, by payments amounting in any one year to not less than fifteen thousand dollars, or such that taken together with previous payments made under this subsection would amount to not less than an annual payment of fifteen thousand dollars.

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to the King's most Excellent Majesty.



7-8 GEORGE V.

CHAP 65.

An Act to incorporate The North American Accident Insurance Company.

[Assented to 29th August, 1917.]

WHEREAS chapter one hundred and sixteen of the statutes of 1914 entitled *An Act to incorporate The North American Accident Insurance Company*, expired and ceased to be in force on 27th May, 1916, and whereas the persons hereinafter named have by their petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Preamble.
1916, c. 114.

1. Douglas Kay Ridout, capitalist, J. D. Montgomery, barrister, both of the city of Toronto, in the province of Ontario; Charles F. Dale, insurance manager, Rufus C. Holden, gentleman, P. W. Peacock, secretary, all of the city of Montreal, in the province of Quebec, together with such persons as become shareholders in the company hereby incorporated, are hereby incorporated under the name of "The North American Accident Insurance Company," hereinafter called "the Company."

Incorporation.
Name.

2. The persons named in section one of this Act shall be the provisional directors of the Company.

Provisional Directors.

3. The capital stock of the Company shall be five hundred thousand dollars, and may be increased to one million dollars.

Capital Stock.

4. The amount to be subscribed before the general meeting for the election of directors is called shall be three hundred and six thousand four hundred dollars.

Subscription before general meeting.

Clauses of
business
authorized.

5. The Company may make contracts of any of the following classes of insurance:—

- (a) Accident insurance;
- (b) Sickness insurance;
- (c) Plate Glass insurance;
- (d) Burglary insurance;
- (e) Automobile insurance;
- (f) Fire insurance;
- (g) Guarantee insurance.

Commence-
ment of
business.

6. (1) The Company shall not commence the business of accident insurance, sickness insurance and plate glass insurance, until at least three hundred and six thousand four hundred dollars of the capital stock have been subscribed and at least eighty-five thousand dollars have been paid thereon.

Burglary
and automo-
bile insurance.

(2) The Company shall not commence the business of burglary insurance and automobile insurance, in addition to the business of accident insurance, sickness insurance and plate glass insurance, until the amount paid upon its capital stock together with its surplus amounts to at least one hundred and five thousand dollars.

Automobile
fire insurance.

(3) The Company shall not commence the business of fire insurance, limited to fire risks on automobiles only, in addition to the business of accident insurance, sickness insurance, plate glass insurance, burglary insurance and automobile insurance, until its paid capital together with its surplus amounts to at least one hundred and fifty-five thousand dollars.

General fire
insurance.

(4) The Company shall not commence the business of general fire insurance, in addition to the business of accident insurance, sickness insurance, plate glass insurance, burglary insurance and automobile insurance, until its subscribed capital has been increased to at least four hundred and fifty thousand dollars and its paid capital together with its surplus amounts to two hundred and five thousand dollars.

Increase
of capital
required.

(5) The Company shall at or before the expiration of one year from the date of its receiving a license for the transaction of general fire insurance, increase the amount paid on account of its capital by the sum of fifteen thousand dollars, and during each of the succeeding four years an additional fifteen thousand dollars shall be paid on account of its said capital, until the paid capital and surplus of the Company amounts to at least two hundred and eighty thousand dollars.

Guarantee
insurance.

(6) The Company shall not commence the business of guarantee insurance, in addition to the business of accident insurance, sickness insurance, plate glass insurance, burglary insurance, automobile insurance and fire insurance, until its paid capital together with its surplus amounts to three hundred and forty thousand dollars.

(7) In this section the word "surplus" means the excess of assets over liabilities including the amount paid on account of capital stock and the reserve of unearned premiums calculated *pro rata* for the unexpired term of all policies of the Company in force. "Surplus" defined.

7. The head office of the Company shall be in the city of Montreal, in the province of Quebec. Head Office.

8. The Company may acquire the whole or any part of the rights and property of The North American Accident Insurance Company, incorporated by letters patent granted under the provisions of *The Ontario Companies Act*, and dated the twelfth day of December, 1912; and in case of such acquisition the Company shall perform and discharge all such duties, obligations and liabilities of that company with respect to the rights and property acquired as are not performed or discharged by that company. Acquisition of property of Ontario Company. Ont., 1912, c. 31.

9. Except as otherwise provided by this Act, the Company shall have all the powers, privileges and immunities and shall be subject to all liabilities and provisions set out in *The Insurance Act, 1910*, so far as they may be applicable to the Company. 1910. c. 32.

10. A license shall not be issued to the Company, nor shall any license issued be renewed, unless and until the Superintendent of Insurance has been satisfied by such evidence as he may require that The North American Accident Insurance Company, incorporated by letters patent granted under the provisions of *The Ontario Companies Act* and dated the twelfth day of December, 1912, is ceasing to do business, nor unless and until such undertaking as he may require has been given that the said company will entirely cease to do business within such reasonable time as he may fix. Issue of License. Ont., 1912, c. 31.



7-8 GEORGE V.

CHAP. 66.

An Act respecting The Security Life Insurance Company of Canada.

[Assented to 25th July, 1917.]

WHEREAS The Security Life Insurance Company of Canada, hereinafter called the Company, has entered into a contract for the reinsurance of all its participating policies with the Sun Life Assurance Company of Canada; and whereas it is the intention of the Company to issue hereafter only non-participating policies of insurance; and whereas the Company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Preamble.
1907, c. 120.
1909, c. 123.
1912, c. 149.

1. After the contract of reinsurance referred to in the preamble has been sanctioned by the Treasury Board, the Company may by by-law provide that shareholders' directors to a number not exceeding fifteen may be elected, but such by-law shall have effect only so long as the Company has no participating policies in force.

Directors.

OTTAWA: Printed by JOSEPH DE LABROQUERIE TACHÉ, Law Printer
to the King's most Excellent Majesty.



7-8 GEORGE V.

CHAP. 67.

An Act respecting The Western Canada Accident and Guarantee Insurance Company.

[Assented to 25th July, 1917.]

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Preamble.
Man.,
1908, c. 77.
1908, c. 105.
1911, c. 110.
1912, c. 140.
Can.,
1913, c. 204.

1. Notwithstanding anything in section 78 of *The Insurance Act, 1910*, or in the Act, chapter 204 of the statutes of 1913, incorporating The Western Canada Accident and Guarantee Insurance Company, the said Act, chapter 204 of the statutes of 1913, shall be deemed not to have expired and ceased to be in force after the fifth day of June, 1915, but to have continued and to be in force for all purposes thereof whatsoever until the sixth day of June, 1919, and the Minister of Finance may at any time not later than the fifth day of June, 1919, and subject to all the other provisions of *The Insurance Act, 1910*, grant to the said company the license necessary for carrying on business.

Extension
of time.

1910, c. 32.

2. If the company has not obtained the said license before the sixth day of June, 1919, the said Act, chapter 204 of the statutes of 1913, shall then expire and cease to be in force thereafter except for the sole purpose of winding up the company's business, but otherwise shall remain in full force and effect for all purposes thereof whatsoever.

Limitation.



7-8 GEORGE V.

CHAP. 68.

An Act respecting The Western Life Assurance Company.

[Assented to 25th July, 1917.]

WHEREAS The Western Life Assurance Company ^{1914, c. 126.} has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. Notwithstanding anything in section 78 of *The Insurance Act, 1910*, or in the Act, incorporating The Western Life Assurance Company, chapter 126 of the statutes of 1914, the said chapter shall be deemed not to have expired and ceased to be in force after the twenty-sixth day of May, 1916, but to have continued and to be in force for all purposes thereof whatsoever until the twenty-seventh day of May, 1918; and the Minister ^{1910, c. 32.} of Finance may, at any time not later than the twenty-sixth day of May, 1918, and subject to all other provisions of *The Insurance Act, 1910*, grant to that Company the license necessary for carrying on business. ^{Extension of time.}

2. If the Company has not obtained the said license ^{Limitation.} before the twenty-seventh day of May, 1918, the said chapter 126 shall then expire and cease to be in force thereafter, except for the sole purpose of winding up the Company's business, but otherwise shall remain in full force and effect for all purposes thereof whatsoever.



7-8 GEORGE V.

CHAP. 69.

An Act to incorporate Alliance Nationale.

[Assented to 25th July, 1917.]

WHEREAS the Alliance Nationale, hereinafter called Preamble.
“the Provincial Association,” has by its petition Que. 1893
represented that it is a fraternal benefit association incor- c. 84.
porated by chapter eighty-four of the statutes of Quebec,
1893, and pursuant to a resolution passed by its General
Council at its last session on August the seventh, 1916,
has prayed that it be enacted as hereinafter set forth,
and it is expedient to grant the prayer of the said petition:
Therefore His Majesty, by and with the advice and consent
of the Senate and House of Commons of Canada, enacts
as follows:—

1. Charles Duquette, accountant, Georges Monet, Incorpor-
accountant, Théodule Cypihot, physician, Francis Fauteux, ation.
advocate, Joseph-Avila Lapierre, physician, Louis-Arsène
Lavallée, advocate, K.C., Joseph Contant, druggist, and
Hormisdas Laporte, merchant, all of the city of Montreal;
Philias-Hector Bédard, physician, of the city of Quebec;
François-Charles Laberge, civil engineer, and Eugène-
Honoré Godin, advocate, K.C., both of Outremont; Alfred
St-Cyr, insurance broker, of Westmount; Louis-Omer
Dauray, notary, of St-Denis; Dalbé Viau, architect, of
Lachine; and François-Albert Labelle, notary, of Hull;
together with such persons as are now members of the
Provincial Association, or who may hereafter become
members of the association hereby incorporated, are incor- Name.
porated under the name of “Alliance Nationale,” herein-
after called “the Association.”

2. The objects of the Association shall be,—

(a) to unite in a brotherhood all persons who may Objects.
become members of the Association under its by-laws;

- (b) to give every possible moral and material aid to its members and those dependent upon them,
 - (i) by promoting their moral, intellectual and social education;
 - (ii) by aiding them in misfortune, in sickness and in old age, and by defraying expenses of burial;
 - (iii) by paying a stipulated sum or sums to such beneficiary as a deceased member while living may have designated, or to his legal heirs, failing his having designated such beneficiary; or to a member upon becoming totally and permanently disabled, or upon attaining such age or surviving such term of years as may be provided for in the contract issued in accordance with the by-laws of the Association;
 - (iv) by paying annuities to members;
 - (v) by insuring the lives of their children;
- (c) to secure for its members such other advantages as may lawfully be provided for by the by-laws of the Association.

Head
office.

3. The head office of the Association shall be in the city of Montreal, in the province of Quebec.

Governing
bodies.

4. The Association shall be governed by a representative body to be known as the General Council and by a board of executive members and officers to be known as the Executive.

General
Council.

5. The General Council shall consist of the founders of the Provincial Association in good standing, of the members of the Executive and the other officers of the General Council, and of the delegates of the members at large and branches, as may be provided for by the by-laws of the Association.

Executive.

6. (1) The Executive shall, until the next meeting of the General Council, be composed of the members of the Executive of the Provincial Association in office at the time this Act comes into effect, and thereafter of such persons as may be, from time to time, provided for by the by-laws of the Association.

Vacancies.

(2) In the event of a vacancy occurring in the Executive the same may be filled from among the members by the remaining members of the Executive.

"Cercles,"
"Bureaux de
Perception."

7. (1) Subject to the by-laws of the Association, branches called "Cercles," or "Bureaux de Perception," may be established under the name, title and number set forth in the letters granted by the Association constituting such branches, and subject to such provisions and conditions

and with such powers, not exceeding those conferred upon the Association by this Act, as the Association may determine.

(2) No branch shall have the right to enter into any contract binding the Association without the assent of the Executive. Contracts.

8. (1) In and for all cases, matters and things not otherwise specially provided for by this Act, the General Council in session, shall have power to enact such by-laws not inconsistent with the provisions of this Act and not contrary to law as may be deemed necessary or expedient. By-laws.

(2) All enactments, repeal or amendment, by the General Council of any by-law shall require a majority vote of its members present at any session. Majority vote.

9. For the purpose of carrying out the provisions of this Act, the Executive as constituted by this Act, or hereafter by the General Council of the Association, may enact such by-laws not contrary to law or the provisions of this Act as may be deemed necessary or expedient; and may from time to time repeal, amend or re-enact such by-laws, but every such by-law and every repeal, amendment or re-enactment thereof, unless in the meantime confirmed at a general meeting or session duly called for that purpose, shall only have force until the next regular meeting or session of the Association, and in default of confirmation thereat shall, at and from that time, cease to have effect. Duration of by-laws.

10. The Association and its members shall be governed by the present by-laws and regulations of the Provincial Association until they are altered or re-enacted under the authority of this Act. Present by-laws to have effect.

11. (1) The benefits granted by the Association shall be subject to the following limitations:— Limitation of benefits.

- (a) The amount payable to any member on account of incapacity arising from accident or sickness shall not exceed ten dollars per week nor be payable for more than twenty-six weeks in any consecutive twelve months;
- (b) The amount payable for defraying the funeral expenses of a member shall not exceed one hundred dollars;
- (c) The amount payable at or subsequent to the death of any member, or at or subsequent to the occurrence of permanent disability of any member, or at or subsequent to his surviving a stated term of years in respect of the contract or contracts of insurance of such member, shall not exceed in value the sum of

five thousand dollars, and the amount payable under an annuity contract issued on any one life shall not exceed three hundred dollars annually.

Separate
accounts
and funds.

(2) Separate accounts and funds in respect of each of the three classes of benefits specified in the preceding subsection of this section and of infantile insurance benefits shall be maintained for the benefit only of the members contributing the same, and the assets composing any of the said funds shall be liable and be used only for the claims and obligations under the particular benefits in respect of which contributions to that fund have been made.

Cercles
accounts and
general
fund.

(3) The Association shall, in addition to the said funds maintain a fund or funds in which account shall be kept of moneys belonging to the "Cercles" deposited with the Association for the purpose of safe-keeping and investment, and a general or expense fund from which all payments of the Association for general expenses and administration shall be paid.

Separate
registers.

(4) Separate and distinct registers and books of account shall be kept by the Association showing the members entitled to participate in each of the said funds, the receipts and payments in respect thereof, the amounts from time to time chargeable against it and every other matter and detail necessary to permit of the condition of each of the said funds being readily ascertained.

Exemption
from seizure.

12. No sum of money, to which a beneficiary or any of the heirs or legal representatives of a deceased member may be entitled under the by-laws, shall be liable to seizure, except for the debts due to the Association itself.

Indemnity
not part of
estate, etc.

13. The indemnity payable at death shall not form part of the estate of the deceased member nor shall it form part of the community of property of the deceased member and his consort, nor shall the acceptance of such indemnity constitute an acceptance of the succession of the estate of such deceased member or of the community of property which existed between the member and such beneficiary.

Payment
discharges.

14. The payment of such sum thirty days after receiving a notice of death, to any such person appearing to be legally entitled thereto, fully discharges the Association.

Maintenance
of reserve.

15. (1) The Association shall maintain a reserve in respect of all its outstanding policies, calculated on the basis of such tables of mortality, sickness and disability, and of such rate of interest, not exceeding four per cent per annum, as are in the opinion of the Superintendent of Insurance appropriate.

(2) The Association shall, in addition to the annual and other statements required by *The Insurance Act*, file with the Superintendent of Insurance on or before the first day of March in each year, a valuation made by an actuary in such detail as the said Superintendent may require of all the Association's policies outstanding on the thirty-first day of December next preceding, and such valuation shall be accompanied by a certificate of the actuary to the effect that in his opinion the reserves disclosed by the said valuation together with the future contributions to be made by the members are sufficient to provide for all the obligations of the Association without further increase in the number or amount of the premiums then payable by the members. The reserves in each fund disclosed by the said valuation shall be carried as a liability of the fund.

Actuary's
valuation.

Certificate.

(3) If, from an examination of the said valuation, the Superintendent of Insurance is of the opinion that the reserves disclosed thereby are less than those required by subsection one of this section to be maintained, he may increase the reserves disclosed by the said valuation by such an amount as he believes to be necessary and such increased reserves shall be carried as liabilities of the funds.

Increase of
reserve.

(4) In this Act the word "actuary" shall mean an actuary resident in Canada and being a Fellow of the Institute of Actuaries of Great Britain, or a Fellow of the Faculty of Actuaries of Scotland, or a Fellow of the Actuarial Society of America; provided however, that in special circumstances any actuary approved for the purpose by the Superintendent may perform the duties of an actuary required by this Act.

"Actuary"
defined.

16. (1) The premiums or contributions for the several benefits granted by the Association shall be payable monthly, bi-monthly, quarterly, half-yearly, or annually in advance.

Payment of
premiums.

(2) After the Association has obtained a license under *The Insurance Act*, no change shall be made in the insurance benefits of the Association or in the premiums or contributions payable therefor unless such change is approved by an actuary.

Approval of
changes.

17. (1) The Association may invest its funds or any portion thereof in the debentures, bonds, stocks or other securities, of or guaranteed by the Government of the Dominion of Canada or of or guaranteed by the Government of any province of Canada; or of or guaranteed by the Government of the United Kingdom, or of any colony or dependency thereof; or of or guaranteed by the Government of any foreign country, or state forming a portion of such foreign country; or of any municipal or school corporation in Canada, or elsewhere where the Association is carrying

Investment of
funds.

on business; or guaranteed by any municipal corporation in Canada; or secured by rates or taxes, levied under the authority of the Government of any province of Canada, or in accordance with the laws of such province, on property situated in such province.

Loaning
powers.

(2) The Association may loan its funds or any portion thereof on the security of,—

(a) any of the securities mentioned in the preceding subsection of this section; or,

(b) improved real estate in Canada or elsewhere where the Association is carrying on its business or leaseholds for a term or terms of years or other estate or interest therein; but no such loan shall exceed sixty per cent of the value of the real estate or interest therein which forms the security for such loan; or,

(c) policies of insurance or contracts issued by the Association on which at least five years' premiums have been paid.

Real
estate.

(3) The Association may hold such real estate as is required for its actual use and occupation, or such as may reasonably be required for the natural expansion of its business (including such as having been lawfully acquired for such purpose is vested in the Provincial Association at the time of the passing of this Act) or such as is *bona fide* mortgaged to it by way of security or conveyed to it in satisfaction of debts or judgments recovered.

Limitation.

(4) Nothing contained in this Act, or in any general Act relating to the investments of insurance companies, shall be held to confer on the Association any other or wider powers of investment than those conferred by this section.

Acquisition
of rights,
property,
etc., of
Provincial
Association.

18. The Association may acquire all the assets, rights, credits, effects and property, real, personal and mixed, of whatever kind and wheresoever situated, belonging to and now standing in the name of the Provincial Association, or to which it is or may become entitled, subject to existing mortgages or liens, if any.

Liabilities of
Provincial
Association
assumed.

19. (1) The Association in such case shall assume the liabilities of the Provincial Association, and shall pay, discharge, carry out and perform all debts, liabilities, obligations, contracts and duties, for or in respect to which the Provincial Association was, is now, or may become liable, and the Association shall indemnify the Provincial Association for all loss or damage occasioned thereby.

Certain
rights
saved.

(2) Any person having any claim, demand, right, cause of action or complaint against the Provincial Association, or to whom the Provincial Association is under any liability, obligation or contract, shall have the same rights and powers with respect thereto and to the collection and enforce-

ment thereof from and against the Association as such person has against the Provincial Association.

20. Within three months after the passing of this Act, a certified copy of the constitution and laws of the Association and of the form of its beneficiary certificate or contract shall be deposited in the office of the Secretary of State of Canada, and in the office of the Superintendent of Insurance, and copies of any future amendments thereto shall be deposited within three months after their adoption by the Association.

Deposit of copy of laws and constitution with Secretary of State, etc.

21. Nothing herein shall exempt the Association from the effect of any legislation hereafter passed by Parliament with respect to any insurance powers exercised by friendly or fraternal societies or companies.

No exemption from general laws.

22. A license under *The Insurance Act* shall not be issued to the Association nor shall any license issued thereto be renewed, unless and until the Superintendent of Insurance has been satisfied, by such evidence as he may require that the Provincial Association is ceasing to do business, nor unless and until such undertaking as he may require has been given that the Provincial Association will totally cease so to do business within such reasonable time as he may fix.

Issue of licenses.

23. *The Insurance Act, 1910*, and any general Act relating to insurance passed during the present session of Parliament, shall apply to the Association, except in so far as such Acts are inconsistent with this Act.

1910, c. 32 to apply.

24. (1) This Act shall not take effect unless and until accepted and approved by a resolution passed by a vote of not less than two-thirds of the Executive of the Provincial Association present or represented by proxy at a special general meeting called for the purpose of considering this Act, and if so accepted and approved of this Act shall come into force upon a subsequent day to be fixed for the purpose by the said vote.

Commencement of Act.

(2) Notice of such acceptance and approval, and the day so fixed, shall be published by the Association in the *Canada Gazette*.

Notice.



7-8 GEORGE V.

CHAP. 70.

An Act to incorporate The Army and Navy Veterans in Canada.

[Assented to 20th September, 1917.]

WHEREAS the persons hereinafter named have by Preamble.
their petition prayed that it be enacted as herein-
after set forth, and it is expedient to grant the prayer
of the said petition: Therefore His Majesty, by and with
the advice and consent of the Senate and House of Commons
of Canada, enacts as follows:—

1. Major-General John Hughes, Major-General Henry Incorporation.
N. Ruttan, Captain Sir Hugh John Macdonald, Lieutenant-
Colonel Sir Daniel Hunter McMillan, Judge David Marr
Walker, Lieutenant-Colonel George Frederick Carruthers,
J. Hilliard Leech, K.C., Major George F. R. Harris, Judge
George Patterson, Lieutenant William Allen Shepard,
William Johnston Tupper, K.C., Major Philip Edwards
Prideaux, Captain Reginald Alton Tijon Alton, Edward
W. Low, David J. Dyson, Bartholomew Murphy, Samuel
Pearson, Samuel Simpson, and Joseph Henry Hammond,
together with such other persons as become members of
the Association hereby incorporated are hereby constituted
a body corporate under the name of "The Army and
Navy Veterans in Canada," hereinafter called "the Name.
Association."

2. The purposes and objects of the Association shall Objects.
be:—

- (a) To unite fraternally all persons who have served
as soldiers or sailors under the British flag, and are
entitled to become members under the constitution
and by-laws of the Association, into a body of retired
soldier and sailor veterans of a non-partisan and
non-sectarian character, for purposes of good-fellow-
ship, mutual improvement and assistance, and
patriotic endeavour and service to the Empire;

(b)

- (b) To increase the public influence of veterans by organization, by parades and by giving as an entity expressions of opinion upon public questions affecting the rights of veterans or concerning the welfare of the whole or any part of the Empire;
- (c) To stimulate the spirit of patriotism in Canada and to promote, on sound and enduring principles of equality of rights, a Greater Britain, by a closer unity and co-ordination of the Overseas Dominions with the mother-country;
- (d) To assist the Empire when occasion requires in enlisting recruits for His Majesty's forces;
- (e) To acquire, maintain and operate clubs, homes, and meeting places for the benefit of veterans, and to furnish, stock and equip the same with such furniture, furnishings, plant, animals, implements, equipment appliances, libraries, and means of entertainment and amusement, as may by the Association be considered desirable;
- (f) To acquire and maintain museums in connection with any premises of the Association for the interest, education or benefit of its members;
- (g) To levy upon its members, or upon bodies to whom it has granted charters as authorized herein, fees or assessments from time to time as may be required for the support of the Association and the carrying out of its objects; and to raise funds for the purpose of the Association by such means, with others, as providing entertainments, operating canteens and places of refreshment and amusement;
- (h) To assist the Canadian forces, or any forces of the Empire on active service either within or beyond the Empire, by establishing, operating and maintaining canteens and establishments for the rest and comfort of and as meeting places for those composing such forces.

Head office. **3.** The head office of the Association shall be in the city of Winnipeg, in the province of Manitoba, or in such other place in Canada as may from time to time be determined by the Association.

Directors. **4.** The Association shall be governed and its affairs shall be managed by a board of directors to be chosen in such manner and number, from time to time, as may be determined by the by-laws of the Association.

By-laws. **5.** (1) The directors of the Association may, from time to time, make, repeal, amend or re-enact by-laws and rules, not contrary to law nor inconsistent with the provisions of this Act, for:—

- (a) defining the terms and conditions of membership in the Association, and the rights, duties and privileges of all classes of members;
- (b) the administration, management and control of the property, business and other affairs of the Association;
- (c) the appointment, powers, duties, quorum, term of office, and method of election of the directors;
- (d) the appointment, designation, functions, duties and remuneration of all officers, agents and servants of the Association;
- (e) the appointment of committees and the designation of their duties;
- (f) the calling of meetings, annual or special, of the Association, and of meetings, periodical or special, of the directors and of committees;
- (g) the fixing of the quorum necessary at, the procedure in all respects at or concerning, and all other requirements of, any meeting of the Association, or of its directors or committees;
- (h) generally, for carrying out the objects of the Association.

(2) Every such by-law, excepting by-laws made respecting officers, agents and servants of the Association, and every repeal, amendment or re-enactment thereof, unless in the meantime confirmed at a general meeting of the Association duly called for that purpose, shall only have force until the next annual meeting of the Association, and in default of confirmation thereat, shall, at and from that time, cease to have force. Confirmation.

6. (1) Subject to the constitution, by-laws and rules of the Association, branches of the Association may be established at any place in Canada, under such title and designation and subject to such conditions and provisions, and with such power not exceeding those conferred upon the Association by this Act, as the Association may determine by by-law. Branches.

(2) Except in so far as may be otherwise provided by the by-laws of the Association, the Association shall not have any rights in the assets of any such Branch, or be liable for any of the debts or obligations of any such Branch; and no Branch shall have any rights in the assets of, or be liable for any of the debts or obligations of the Association, or of any other Branch thereof. Respective rights and liabilities of Association and Branches.

7. The Association may take, hold, possess and acquire by purchase, lease, exchange, donation, devise, bequest, endowment or otherwise, real or immovable property required for the actual use and occupation of the Association, or necessary or requisite for the carrying out of its purposes Real property.

and objects; and may sell, mortgage, pledge, hypothecate or alienate such property in any manner whatever; but the annual value of such property shall not exceed one hundred thousand dollars; and any such property not required for the purposes and objects of the Association shall be sold within ten years after its acquisition.

Borrowing
powers and
investments.

8. (1) If authorized by by-law, sanctioned by the vote of not less than two-thirds of the members present at any general meeting of the Association duly called for considering the by-law, the directors may, from time to time, as and when required for the objects of the Association,—

- (a) borrow money upon the credit of the Association;
- (b) limit or increase the amount to be borrowed;
- (c) make, accept, draw, endorse and execute bills of exchange, promissory notes and other negotiable instruments;
- (d) issue bonds, debentures, or other securities of the Association for sums not less than one hundred dollars each, and pledge or sell the same for such sums and at such prices as may be deemed expedient;
- (e) hypothecate, mortgage or pledge any real or personal property of the Association, to secure any money so borrowed for the objects of the Association, or any bonds, debentures or other securities so issued, pledged or sold;
- (f) invest the funds of the Association in such manner and upon such securities as are determined by the by-law.

Limitation.

(2) Nothing in this section shall be construed to authorize the Association to issue any note or bill payable to bearer thereof, or any promissory note intended to be circulated as money or as the note or bill of a bank, or to engage in the business of banking or insurance.

First
meeting.

9. The fifteen persons first named in section 1 of this Act, or a majority of them, shall have authority to call the first meeting of the Association at such time and place as they may agree upon and on such notice as they may consider sufficient for the purpose.

OTTAWA: Printed by JOSEPH DE LABROQUERIE TACHÉ, Law Printer
to the King's most Excellent Majesty.



7-8 GEORGE V.

CHAP. 71.

An Act to incorporate La Société des Artisans Canadiens Français.

[Assented to 25th July, 1917.]

WHEREAS La Société des Artisans Canadiens Français, hereinafter called "the Provincial Society," has by its petition represented that it is a fraternal benefit society incorporated by chapter sixty-three of the statutes of Quebec, 1876, amended by chapter one hundred and twenty-two of the statutes of Quebec, 1903, and by chapter one hundred and four of the statutes of Quebec, 1916, for the purposes therein enumerated, and has prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Preamble.

Quebec,

1876, c. 63;
1903, c. 122;
1916, c. 104.

1. Mgr. George Marie LePailleur, Joseph A. Rouleau, Napoleon Deschamps, Louis G. Bertrand, Alcide Dalpé, Joseph Ernest Racicot, Albert Onèsime Chalifour, J. G. Adélaré Filion, Henri Roy, and A. Ferdinand Jeannotte, all of the city of Montreal; Rodolphe Bédard, Eugène Desmarais, both of the city of Outremont; Télésphore Brassard, of St. Johns; Napoleon Champagne, of the city of Ottawa; Clement M. Leger, of Memramcook; Docteur Norbert Cloutier, of Montmagny; Renaldo Guilmette, of Southbridge; Norbert Decelles, of Woonsocket; all of them directors, officers and members of the Provincial Society, together with such other persons as are now members or who at the time of this Act taking effect by its terms may be members of the Provincial Society, and who may become members of the society hereby incorporated, are incorporated under the name of "*La Société Des Artisans Canadiens Français*", hereinafter called "the Society."

Incorporation.

Name.

Objects.

2. The objects of the society shall be,—

- (a) to promote the welfare of its members and to act generally as a fraternal, charitable and benevolent society;
- (b) to aid its members and their dependents during sickness and other disability; to care for them while living, and to bury the dead;
- (c) to pay stipulated sums to such beneficiary or beneficiaries as a deceased member, while living, may from time to time have designated, or to a member upon becoming totally and permanently disabled, or upon attaining such age or surviving such term of years as may be provided for by the contract issued in accordance with the by-laws of the Society;
- (d) to insure the lives of children dependent on its members.

Head office.

3. The head office of the Society shall be in the city of Montreal, in the province of Quebec.

Solely fraternal beneficiary society.

4. The Society shall be, and shall at all times remain, a fraternal beneficiary society, carried on solely for the mutual protection of its members, their families and lawful beneficiaries, and not for profit.

Governing body.

5. The Society shall maintain a representative form of government and lodge system with ritualistic form of work, as its duly adopted laws may from time to time provide, and shall be governed,—

- (a) by a supreme legislative body known as the General Convention, consisting of,—
 - (i) the General Council named in paragraph (c) hereof;
 - (ii) the ex-general presidents who have not ceased to be members of the Society;
 - (iii) fifty delegates elected by the convention of jurisdictions in accordance with the laws of the Society;
- (b) by an Executive Council of nine members including the president general, who shall be residents of Montreal, or of its suburbs;
- (c) by a General Council of fifteen members composed of the Executive Council and six additional members resident outside of Montreal, or of its suburbs.

Powers of general convention.

6. (1) The general convention shall make the by-laws and be the final judge in all questions concerning the Society; provided that the elected members constitute a majority of at least two-thirds.

Executive Council.

(2) The Executive Council shall see to the carrying out of the by-laws and shall have charge of the internal government of the Society.

(3) The General Council shall administer the affairs of the Society generally, and have the right to take cognizance of the administration by the Executive Council, according with the by-laws. General Council.

(4) The Society and its members shall be governed by the present by-laws and regulations of the Provincial Society until the same are altered or re-enacted under the authority of this Act, for the carrying out of which the general convention shall have power to make by-laws, not contrary to law. Duration of by-laws.

7. The several officers and members of the Executive Council and General Council of the Provincial Society shall hold their respective positions and shall discharge their duties as laid down in the existing constitution, rules and regulations of the Provincial Society, as officers and members of the councils of the Society, until the date of the meeting of the next general convention provided for in the existing constitution, rules and regulations of the Provincial Society, unless theretofore removed in accordance with the provision contained in said constitution, rules and regulations. Officers, etc. of Provincial Society continued.

8. The contributions for the several benefits shall be paid in monthly, bi-monthly, quarterly, half-yearly or annual instalments in advance, and during either the entire life-time or a specified number of years. Payment of benefits.

9. No sum of money, to which a beneficiary or any of the heirs or legal representatives of a deceased member may be entitled under the by-laws, shall be liable to seizure, except for the debts due to the Society itself. Exemption from seizure.

10. The indemnity payable at death shall not form part of the estate of the deceased member nor shall it form part of the community of property of the deceased member and his consort, nor shall the acceptance of such indemnity constitute an acceptance of the succession of the estate of such deceased member or of the community of property which existed between the member and such beneficiary. Indemnity not part of estate, etc.

11. The payment of such sum thirty days after receiving a notice of death, to any such person appearing to be legally entitled thereto, fully discharges the Society. Payment discharges Society.

12. The Society may exercise all the general powers vested in bodies politic. General powers.

13. (1) The benefits granted by the Society shall be subject to the following limitations:— Limitations of benefits.

(a) the amount payable to any member on account of incapacity arising from accident or sickness shall not exceed ten dollars per week nor be payable for more than twenty-six weeks in any consecutive twelve months;

(b) the amount payable at or subsequent to the death of any member, or at or subsequent to the occurrence of permanent disability of any member, or at or subsequent to his surviving a stated term of years in respect of the contract or contracts of insurance of such member, shall not exceed in value the sum of five thousand dollars, and the amount payable under an annuity contract or contracts issued on any one life shall not exceed three hundred dollars annually.

Separate
accounts and
funds.

(2) Separate accounts and funds in respect of each of the classes of benefits specified in the preceding subsection of this section and of infantile insurance benefits shall be maintained for the benefit only of the members contributing the same, and the assets composing any of the said funds shall be liable and be used only for the claims and obligations under the particular benefits in respect of which contributions to that fund have been made.

General
fund.

(3) The Society shall, in addition to the said funds, maintain a general or expense fund from which all payments of the Society for general expenses and administration shall be paid.

Separate
registers.

(4) Separate and distinct registers and books of account shall be kept by the Society showing the members entitled to participate in each of the said funds, the receipts and payments in respect thereof, the amounts from time to time chargeable against it and every other matter and detail necessary to permit of the condition of each of the said funds being readily ascertained.

Maintenance
of reserve.

14. (1) The Society shall maintain a reserve in respect of all its outstanding policies, calculated on the basis of such tables of mortality, sickness and disability, and of such rate of interest, not exceeding four per cent per annum, as are in the opinion of the Superintendent of Insurance appropriate.

Actuary's
valuation.

(2) The Society shall, in addition to the annual and other statements required by *The Insurance Act*, file with the Superintendent of Insurance on or before the first day of March in each year, a valuation made by an actuary in such detail as the said Superintendent may require of all the Society's policies outstanding on the thirty-first day of December next preceding, and such valuation shall be accompanied by a certificate of the actuary to the effect that in his opinion the reserves disclosed by the said valuation together with the future contributions to be made by the members are

Certificate.

sufficient to provide for all the obligations of the Society without further increase in the number or amount of the premiums then payable by the members. The reserves in each fund disclosed by the said valuation shall be carried as a liability of the fund.

(3) If, from an examination of the said valuation, the Superintendent of Insurance is of the opinion that the reserves disclosed thereby are less than those required by subsection one of this section to be maintained, he may increase the reserves disclosed by the said valuation by such an amount as he believes to be necessary and such increased reserves shall be carried as liabilities of the funds. Increase of reserve.

(4) In this Act the word "actuary" shall mean an actuary resident in Canada and being a Fellow of the Institute of Actuaries of Great Britain, or a Fellow of the Faculty of Actuaries of Scotland, or a Fellow of the Actuarial Society of America; provided, however, that in special circumstances any actuary approved for the purpose by the Superintendent may perform the duties of an actuary required by this Act. "Actuary" defined.

15. After the Society has obtained a license under *The Insurance Act*, no change shall be made in the insurance benefits of the Society or in the premiums or contributions payable therefor unless such change is approved by an actuary. Approval of changes.

16. (1) The Society may invest its funds or any portion thereof in the debentures, bonds, stocks or other securities, of or guaranteed by the Government of the Dominion of Canada, or of or guaranteed by the Government of any province of Canada; or of or guaranteed by the Government of the United Kingdom, or of any colony or dependency thereof; or of or guaranteed by the Government of any foreign country, or state forming a portion of such foreign country; or of any municipal or school corporation in Canada, or elsewhere where the Society is carrying on business; or guaranteed by any municipal corporation in Canada; or secured by rates or taxes, levied under the authority of the Government of any province of Canada or in accordance with the laws of such province on property situated in such province. Investment of funds.

(2) The Society may loan its funds or any portion thereof on the security of,— Loaning powers.

(a) any of the securities mentioned in the preceding subsection of this section; or,

(b) improved real estate in Canada or elsewhere where the Society is carrying on its business or leaseholds for a term or terms of years or other estate or interest therein; but no such loan shall exceed sixty per

cent of the value of the real estate or interest therein which forms the security for such loan; or

(c) policies or contracts of insurance issued by the Society on which at least five years' premiums have been paid.

Real estate. (3) The Society may hold such real estate as is required for its actual use and occupation, or such as may reasonably be required for the natural expansion of its business, (including such as having been lawfully acquired for such purpose is vested in the Provincial Society at the time of the passing of this Act), or such as is *bona fide* mortgaged to it by way of security or conveyed to it in satisfaction of debts or judgments recovered.

Limitation. (4) Nothing contained in this Act, or in any general Act relating to the investments of insurance companies, shall be held to confer on the Society any other or wider powers of investment than those conferred by this section.

Acquisition of rights, property, etc of Provincial Society. **17.** The Society may acquire all the assets, rights, credits, effects and property, real, personal and mixed, of whatever kind and wheresoever situated, belonging to and now standing in the name of the Provincial Society, or to which it is or may become entitled, subject to existing mortgages or liens, if any.

Liabilities of Provincial Society assumed. **18.** (1) In case of the acquisition mentioned in the preceding section, the Society shall assume the liabilities of the Provincial Society, and shall pay, discharge, carry out and perform all debts, liabilities, obligations, contracts and duties, for or in respect to which the Provincial Society was, is now, or may become liable, and the Society shall indemnify the Provincial Society for all loss or damage occasioned thereby.

Certain rights saved. (2) Any person having any claim, demand, right, cause of action or complaint against the Provincial Society, or to whom the Provincial Society is under any liability, obligation or contract, shall have the same rights and powers with respect thereto and to the collection and enforcement thereof from and against the Society as such person has against the Provincial Society.

Deposit of copy of laws and constitution with Secretary of State, etc. **19.** Within three months after the passing of this Act, a certified copy of the constitution and laws of the Society and of the form of its beneficiary certificate or contract shall be deposited in the office of the Secretary of State of Canada, and in the office of the Superintendent of Insurance, and copies of any future amendments thereto shall be deposited within three months after their adoption by the Society.

No exemption from **20.** Nothing herein shall exempt the Society from the effect of any legislation hereafter passed by Parliament

with respect to any insurance powers exercised by friendly or fraternal societies or companies. general laws.

21. A license under *The Insurance Act* shall not be issued to the Society nor shall any license issued thereto be renewed, unless and until the Superintendent of Insurance has been satisfied, by such evidence as he may require, that the Provincial Society is ceasing to do business, nor unless and until such undertaking as he may require has been given that the Provincial Society will totally cease so to do business within such reasonable time as he may fix. Issue of licenses.

22. *The Insurance Act, 1910*, and any general Act relating to insurance passed during the present session of Parliament, shall apply to the Society, except in so far as such Acts are inconsistent with this Act. 1910, c. 32 to apply.

23. (1) This Act shall take effect from and after the date fixed by the resolution accepting and approving the same, adopted by a vote of not less than two-thirds of the branches of the Provincial Society, which approval by each branch shall require a two-thirds affirmative vote of the members present and voting at a regular meeting or at a special meeting, duly called for the purposes of considering this Act. Commencement of Act.

(2.) Notice of such acceptance and approval of this Act, and the date so fixed upon which it shall take effect, shall be published by the Society in the *Canada Gazette*. Notice.

OTTAWA: Printed by JOSEPH DE LABROQUERIE TACHÉ, Law Printer
to the King's most Excellent Majesty.



7-8 GEORGE V.

CHAP. 72.

An Act to incorporate The Canadian Division of the Aerial League of the British Empire.

[Assented to 29th August, 1917.]

WHEREAS a petition has been presented on behalf of Preamble.
the unincorporated association at present existing and known as "The Canadian Division of the Aerial League of the British Empire, Montreal Branch," praying that the association may be incorporated for the objects and with the powers hereinafter set forth; and whereas it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. Sir Herbert S. Holt, Knt., the Honourable Sir Charles P. Davidson, K.C., the Honourable Jacques P. B. Casgrain, senator, William A. Black and George E. Drummond, merchants, Arthur K. Fisk, accountant, and George R. Lighthall, notary, officers of the said unincorporated association; and the following who are honorary officers and members thereof: The Baron Shaughnessy, of Montreal and Ashford, K.C.V.O., The Right Honourable Sir Robert Borden, P.C., G.C.M.G., The Right Honourable Sir Wilfrid Laurier, P.C., G.C.M.G., all three Honorary Presidents; Brigadier-General Alfred E. Labelle, Messrs. Frederick L. Wanklyn, Anthony D. MacTier, Huntley R. Drummond, Charles Fergie, James H. Sherrard, James S. Brierley, J. H. Magor, William McMaster, George G. Foster, K.C., Guy Toombs, John J. McGill, Lansing Lewis, D.C.L., William M. Birks, James Davidson, Thomas J. Hodgson, Edson Joseph Chamberlain, the Honourable Raoul Dandurand, senator, K.C., John K. L. Ross, Major-General Erasmus W. Wilson, Sir William Peterson, K.C.M.G., William G. Ross, the Honourable Charles P. Beaubien, senator, Farqu-

Incorporation.

har Robertson, Sir Herbert B. Ames, Knt., James N. Greenshields, K.C., George Harrower, George F. Benson, Sir Frederick Williams-Taylor, Knt., LL.D., Edwin Hanson, Colin J. McCuaig, Henry B. Walker, Harold Hampson, the Honourable Nathaniel Currie, senator, William R. MacInnes, Kenneth W. Blackwell, James Carruthers, the Honourable Narcisse Perodeau, M.E.C., M.L.C., Walter R. Baker, Robert S. Logan, John W. Ross, William Miller, Charles S. Hosmer, Howard Kelly, Charles E. Neill and Edson L. Pease, all of the city of Montreal, together with such other persons as are now members of the association mentioned in the preamble to this Act, hereinafter called "the existing association," or as become in accordance with the provisions of this Act members of the association hereby incorporated, are hereby incorporated under the name of "The Canadian Division of the Aerial League of the British Empire," hereinafter called "the Association."

Head office. 2. The head office of the Association shall be at the city of Montreal, in the province of Quebec, but the Association may, by by-law, change the head office to any other place in Canada.

Objects. 3. The objects of the Association shall be:—

- (a) To encourage and stimulate the invention and manufacture of aerial craft and things appertaining thereto;
- (b) To disseminate knowledge and spread information showing the vital importance to the British Empire of aerial supremacy, upon which its commerce, communications, defence and its very existence may largely depend;
- (c) To use every constitutional means to bring about the objects for which the Association is established and to invite the support of men of all shades of opinion throughout the Dominions and dependencies of the Empire;
- (d) To provide reading-rooms and aeronautical reference and lending libraries for the use of members;
- (e) To appoint honorary expert advisory committees to report and advise on aeronautical inventions in consultation with the central committee in London;
- (f) To give information about schools for learning the art of flying and to assist those desiring appointments in the Royal Flying Services and to afford information with regard to aviation in general;
- (g) To assist the dependents of airmen who lose their lives on active service;
- (h) To hold lectures, give demonstrations and generally arouse public interest in aviation; and,
- (i) To provide landing grounds for aerial craft.

4. (1) In so far as they are not contrary to law, nor inconsistent with the provisions of this Act, the constitution, by-laws and rules of the existing association at the date of the passing of this Act shall continue to be, respectively, the constitution, by-laws and rules of the Association until altered or amended in the manner prescribed by this Act. Constitution, etc.

(2) The Association may, from time to time, alter or amend the said constitution, by-laws and rules in any manner not contrary to law nor inconsistent with the provisions of this Act. Alteration.

5. The officers, executive committee and other committees of the existing association shall continue to be, respectively, the officers, executive committee and other committees of the Association until replaced by others in accordance with the constitution, by-laws and rules of the Association. Officers, directors, and committees.

6. (1) There shall be held annually a general meeting of the Association at such place and time as may be determined by by-law of the Association. At every annual meeting a full statement of the affairs of the Association shall be presented by the executive committee, and the election of the executive committee shall take place. Annual general meeting.

(2) The first annual general meeting of the Association shall be held within six months after the passing of this Act, at such time and place as the executive committee may appoint by notice given by registered letter mailed to each member of the Association not less than three weeks before the time so appointed. First meeting.

7. The Association may, from time to time, make by-laws and rules, not contrary to law nor inconsistent with the provisions of this Act, for,— By-laws.

- (a) defining the terms and conditions of membership in the Association, and the rights, duties and privileges of all classes of members;
- (b) the administration, management and control of the property, business and other affairs of the Association;
- (c) the appointment, powers, duties, quorum, term of office, and method of election of the executive committee;
- (d) the appointment, designation, functions, duties and remuneration of all officers, agents and servants of the Association;
- (e) the appointment of committees and the designation of their duties;
- (f) the calling of meetings, annual or special, of the Association, and of meetings, periodical or special, of the executive committee and other committees;

- (g) the fixing of the quorum necessary at, the procedure in all respects at or concerning, and all other requirements of, any meeting of the Association, or of the executive committee and other committees;
- (h) generally, for carrying out the objects of the Association.

General powers.

8. The Association may, for the objects aforesaid,—

- (a) manufacture, buy and sell goods, wares and merchandise and patents of invention and patent rights, and engage in all kinds of transactions incidental and necessary thereto;
- (b) exhibit goods wherever desirable, hold exhibitions, and open depots, stores and factories;
- (c) appoint agents and instructors, and open schools and classes anywhere, for instruction in and concerning any of the objects of the Association.

Power to acquire real and other property.

9. (1) The Association may take, hold, possess and acquire by purchase, lease, exchange, donation, devise, bequest, endowment or otherwise, real or immovable property required for the actual use and occupation of the Association, or necessary or requisite for the carrying out of its objects; and may sell, mortgage, pledge, hypothecate or alienate such property in any manner whatever.

Limit of value.

(2) The annual value of the real estate held by or in trust for the Association in Canada, shall not exceed fifty thousand dollars.

Limit of time for holding real estate.

(3) The Association shall, within ten years after its acquisition of any real estate or within any extension of such period as is in this section provided, sell or otherwise dispose of and alienate so much of such real estate as is not required for the use and occupation of the Association, but nothing herein contained shall be deemed in any wise to vary or otherwise affect any trust relating to such property.

Extension of time.

(4) The Treasury Board may direct that the time for the sale or disposal of any such real estate shall be extended for a further period or periods, not to exceed five years.

Fifteen years limit.

(5) The whole period during which the Association may hold such real estate under the foregoing provisions of this section shall not exceed fifteen years from the date of the acquisition thereof.

Forfeiture.

(6) Any real estate not required by the Association for its own use, held by the Association for a longer period than authorized by the foregoing provisions of this section shall be forfeited to His Majesty for the use of the Dominion of Canada.

Borrowing powers and investments.

10. (1) If authorized by by-law, sanctioned by vote of not less than two-thirds of the members present at any general meeting

meeting of the Association duly called for considering the by-law, the executive committee may, from time to time, as and when required for the objects of the Association,—

- (a) borrow money upon the credit of the Association;
- (b) limit or increase the amount to be borrowed;
- (c) make, accept, draw, endorse and execute bills of exchange, promissory notes and other negotiable instruments;
- (d) issue bonds, debentures, or other securities of the Association for sums not less than one hundred dollars each, and pledge or sell the same for such sums and at such prices as may be deemed expedient;
- (e) hypothecate, mortgage or pledge any real or personal property of the Association, to secure any money so borrowed for the objects of the Association, or any bonds, debentures or other securities so issued, pledge or sold;
- (f) invest the funds of the Association in such manner and upon such securities as are determined by the by-law.

(2) Nothing in this section shall be construed to authorize the Association to issue any note or bill payable to bearer thereof, or any promissory note intended to be circulated as money or as the note or bill of a bank, or to engage in the business of banking or insurance.

Not to issue notes for circulation.

11. The Association may establish branches wherever and whenever it may decide to do so, and may carry on its operations outside of Canada wherever it may deem advisable, and may affiliate or amalgamate with any association having in whole or in part the same or similar objects, if such association is authorized to enter into such affiliation or amalgamation.

Branches.

12. The Association shall acquire and take over all the existing assets, interests, rights, credits, effects and property, movable or immovable, held and enjoyed by the existing association, and shall be subject to all the obligations and liabilities of the said existing association, and except in so far as it may be necessary for the purposes of such transfer, the powers and authority vested in the Association by the provisions of this Act shall not be exercised or become effective until all the assets, interests, rights, credits, effects, property, obligations and liabilities of the said existing association, have been transferred to and assumed by the Association, and evidence of such transfer and assumption, satisfactory to the Secretary of State of Canada, has been filed with the said Secretary of State and a statement to that effect has been published in the *Canada Gazette* by the said Secretary of State.

Power to acquire assets of existing associations.

Subject to transfer and approval.



7-8 GEORGE V.

CHAP. 73

An Act to amend An Act to incorporate The Canadian General Council of The Boy Scouts Association.

[Assented to 25th July, 1917.]

WHEREAS The Canadian General Council of The Boy Scouts Association has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. Chapter one hundred and thirty of the statutes of 1914, *An Act to incorporate The Canadian General Council of The Boy Scouts Association*, is amended by adding thereto the following section:—

“**10.** The Corporation shall have the sole and exclusive right to have and to use all emblems, badges and decorations, descriptive or designating marks and titles, now or heretofore used by The Boy Scouts Association, and also the title “Boy Scouts”, and shall also have the sole and exclusive right to have and to use any emblem, badge, decoration, descriptive or designating marks and titles hereafter adopted by the Corporation for carrying out its purposes, provided that a statement and description of such emblem, badge, decoration, descriptive or designating mark, words or phrases is filed with and approved by the Minister of Agriculture or other Minister administering the *Trade Mark and Design Act*.”

Act of incorporation 1914, c. 130, amended.

Corporation to have exclusive right to titles, badges, etc., now in use.

How exclusive right to badges, etc., may be obtained in future.

R. S., c. 71



7-8 GEORGE V.

CHAP. 74.

An Act to incorporate Canadian Good Roads Association.

[Assented to 29th August, 1917.]

WHEREAS a petition has been presented on behalf Preamble.
of the unincorporated society at present existing
in Canada and known as "Dominion Good Roads Association", praying that the society may be incorporated
for the objects and with the powers hereinafter set forth;
and whereas it is expedient to grant the prayer of the
said petition: Therefore His Majesty, by and with the
advice and consent of the Senate and House of Commons
of Canada, enacts as follows:—

1. Jules Duchastel de Montrouge, civil engineer, George Incorporation.
Augustus McNamee, manager, both of the city of Outremont,
Joseph Arsène Benjamin Michaud, civil employee,
of the city of Quebec, Joseph Wenceslas Lévesque, notary,
of the village of St. Vincent de Paul, all in the province of
Quebec, and Andrew F. Macallum, civil engineer, of the
city of Ottawa, in the province of Ontario, together with
such other persons as are now members of the society
mentioned in the preamble to this Act, hereinafter called
"the society", or as become in accordance with the
provisions of this Act members of the association hereby
incorporated, are hereby incorporated under the name of Name.
"Canadian Good Roads Association," hereinafter called
"the Association."

2. The objects of the Association shall be to collect Objects.
and distribute information concerning highway legislation,
construction and maintenance, in the various cities, towns
villages and municipalities throughout Canada; to stimulate
and encourage in all ways the improvement, construction
and maintenance of roads; the whole from an educational
and practical standpoint.

Powers. **3.** The Association may, for the purposes of carrying out the above objects, promote, organize, finance and hold meetings and congresses, exhibitions, shows and displays of all kinds, and do such other lawful acts and things as are incidental or conducive to the attainment of the objects of the Association.

Head Office **4.** The head office of the Association shall be at the city of Montreal, in the province of Quebec, but the Association may, by by-law, change the head office to any other place in Canada.

Constitution, etc. **5.** (1) In so far as they are not contrary to law, nor inconsistent with the provisions of this Act, the constitution, by-laws and rules of the society at the date of the passing of this Act shall continue to be, respectively, the constitution, by-laws and rules of the Association until altered or amended in the manner prescribed by this Act.

Alteration. (2) The Association may, from time to time, alter or amend the said constitution, by-laws and rules in any manner not contrary to law nor inconsistent with the provisions of this Act.

Directors. **6.** The Association shall be governed and its affairs shall be managed by a board of not more than twenty-five, and not less than three directors to be chosen in such manner and number, from time to time, as may be determined by the by-laws of the Association.

Officers, directors and committees. **7.** The officers, directors and executive committees of the society shall continue to be, respectively, the officers, directors and executive committees of the Association until replaced by others in accordance with the constitution, by-laws and rules of the Association.

Annual general meeting. **8.** (1) There shall be held annually a general meeting of the Association, the place and time of each such meeting to be appointed by the directors. At every annual general meeting a full statement of the affairs of the Association shall be presented by the directors.

First meeting. (2) The first annual general meeting of the Association shall be held within one year after the passing of this Act, at such time and place as the directors of the Association may appoint.

By-laws. **9.** (1) The directors of the Association may, from time to time, make, repeal, amend or re-enact by-laws and rules, not contrary to law nor inconsistent with the provisions of this Act, for:—

- (a) defining the terms and conditions of membership in the Association, and the rights, duties and privileges of all classes of members;
- (b) the administration, management and control of the property, business and other affairs of the Association;
- (c) the appointment, powers, duties, quorum, term of office, and method of election of the directors;
- (d) the appointment, designation, functions, duties and remuneration of all officers, agents and servants of the Association;
- (e) the appointment of committees and the designation of their duties;
- (f) the calling of meetings, annual or special, of the Association, and of meetings, periodical or special, of the directors and of committees;
- (g) the fixing of the quorum necessary at, the procedure in all respects at or concerning, and all other requirements of, any meeting of the Association, or of its directors or committees;
- (h) generally, for carrying out the objects of the Association.

(2) Every such by-law, excepting by-laws made respecting officers, agents and servants of the Association, and every repeal, amendment or re-enactment thereof, unless in the meantime confirmed at a general meeting of the Association, duly called for that purpose, shall only have force until the next annual meeting of the Association, and in default of confirmation thereat, shall, at and from that time, cease to have force. Confirmation.

10. (1) The Association may acquire by devise, bequest, purchase, gift, lease or otherwise, such real or immovable property as is required for its actual use and occupation and is necessary or requisite for the carrying out of the objects of the Association, and may sell, mortgage, hypothecate, pledge, lease, manage, develop, or otherwise dispose of or deal with any property so acquired. Power to acquire real and other property.

(2) The annual value of the real estate held by or in trust for the Association in Canada, shall not exceed fifty thousand dollars. Limit of value.

(3) The Association shall, within ten years after its acquisition of any real estate or within any extension of such period as is in this section provided, sell or otherwise dispose of and alienate so much of such real estate as is not required for the use and occupation of the Association, but nothing herein contained shall be deemed in any wise to vary or otherwise affect any trust relating to such property. Limit of time for holding real estate.

(4) The Treasury Board may direct that the time for the sale or disposal of any such real estate shall be extended for a further period or periods, not to exceed five years. Extension of time.

Fifteen years
limit.

(5) The whole period during which the Association may hold such real estate under the foregoing provisions of this section shall not exceed fifteen years from the date of the acquisition thereof.

Forfeiture.

(6) Any real estate not required by the Association for its own use, held by the Association for a longer period than authorized by the foregoing provisions of this section, shall be forfeited to His Majesty for the use of the Dominion of Canada.

Borrowing
powers and
investments.

11. (1) If authorized by by-law, sanctioned by the vote of not less than two-thirds of the members present at any general meeting of the Association duly called for considering the by-law, the directors may, from time to time, as and when required for the objects of the Association,—

- (a) borrow money upon the credit of the Association;
- (b) limit or increase the amount to be borrowed;
- (c) make, accept, draw, endorse and execute bills of exchange, promissory notes and other negotiable instruments;
- (d) issue bonds, debentures, or other securities of the Association for sums not less than one hundred dollars each, and pledge or sell the same for such sums and at such prices as may be deemed expedient;
- (e) hypothecate, mortgage or pledge any real or personal property of the Association, to secure any money so borrowed for the objects of the Association, or any bonds, debentures or other securities so issued, pledged or sold;
- (f) invest the funds of the Association in such manner and upon such securities as are determined by the by-law.

Not to issue
notes for
circulation.

(2) Nothing in this section shall be construed to authorize the Association to issue any note or bill payable to bearer thereof, or any promissory note intended to be circulated as money or as the note or bill of a bank, or to engage in the business of banking or insurance.

Powers and
duties as to
aid granted.

12. The Association may receive and distribute any gifts, grants of money, or contributions made by the Government of Canada, or by the Government of any province of Canada, or by any municipality, incorporated body, society, or person, and shall apply the same in accordance with the terms, provisions, and conditions of such gifts, grants, or contributions; or, if there be none such, in accordance with the objects set forth in section 2 of this Act.

Branches.

13. Subject to the constitution, by-laws and rules of the Association, branches of the Association may be established

at any place in Canada, under such title and designation and subject to such conditions and provisions, and with such powers as the Association may determine by by-law.

OTTAWA: Printed by JOSEPH DE LABROQUERIE TACHÉ, Law Printer
to the King's most Excellent Majesty.



7-8 GEORGE V.

CHAP. 75.

An Act respecting The Continental Heat and Light Company.

[Assented to 25th July, 1917.]

WHEREAS The Continental Heat and Light Company 1897, c. 72.
has by its petition prayed that it be enacted as
hereinafter set forth, and it is expedient to grant the prayer
of the said petition: Therefore His Majesty, by and with
the advice and consent of the Senate and House of Com-
mons of Canada, enacts as follows:—

1. The following section is inserted immediately after section seven of chapter seventy-two of the statutes of 1897:—

“7A. The Company may,—

(a) carry on any business, whether manufacturing or otherwise, which may seem to the Company capable of being conveniently carried on or calculated directly or indirectly to enhance the value of the Company's properties or rights; Additional powers.
Carry on any business.

(b) purchase or otherwise acquire, hold, lease, sell or otherwise dispose of all kinds of property, movable or immovable, rights or privileges necessary or useful for any of the objects or purposes of the Company; Purchase and sell property and rights.

(c) enter into any partnership or arrangement for sharing of profits, union of interests, co-operation, joint adventure, reciprocal concession or otherwise, with any person or company now or hereafter carrying on or engaged in any business or transaction which this Company is authorized to carry on or engage in; Partnerships and arrangements.

(d) enter into any arrangements with any governments or authorities, supreme, municipal, local or otherwise, that may seem conducive to the Company's objects or any of them; and obtain from any such government or authority any rights, privileges and concessions which Arrangements with government or municipal authorities.

it may be desirable to obtain; to carry out, exercise and comply with or sell and dispose of any such arrangements, rights, privileges and concessions;

Aid to other companies, agency and guarantee.

(e) raise and assist in raising money for, and to aid by way of bonus, loan, promise, endorsement, guarantee or otherwise, any corporation, in the capital stock of which the Company holds shares or with which it may have business relations, and to act as employee, agent or manager of any such corporation or to guarantee the performance of contracts by any such corporation or by any person or persons with which the Company may have business relations;

Sale of property and assets of company.

(f) sell, lease or otherwise dispose of the property and assets of the Company or any part thereof for such consideration as the Company may deem fit, including shares, debentures or securities of any company;

Amalgamation.

(g) amalgamate in the manner herein provided with any other company having objects similar to those of this Company, and enter into all contracts and agreements necessary to such amalgamation;

Distribution.

(h) distribute among the shareholders of the Company from time to time any specie, shares, bonds, debentures, securities and other property belonging to the Company;

General.

(i) do all acts and exercise all powers incidental to the due carrying out of the objects for which the Company is incorporated and necessary to enable the Company to profitably carry on its undertaking."

Joint agreement between companies proposing to amalgamate.

2. (1) The Company and any company with which it is proposed to amalgamate may enter into a joint agreement for the amalgamation, prescribing the terms and conditions thereof, the mode of carrying the same into effect, and stating the name of the amalgamated company, and such other details as may be necessary to perfect the amalgamation and to provide for the subsequent management and working of the amalgamated company.

Submission to shareholders or members of each company.

(2) The agreement shall be submitted to the shareholders or members of each of the companies at a general meeting thereof, called for the purpose of taking the same into consideration.

Consideration of agreement and certificate of adoption.

(3) At such meetings of shareholders or members the agreement shall be considered, and if two-thirds of the votes of all the shareholders or members of each of such companies are for the adoption of the agreement, that fact shall be certified upon the agreement by the secretary of each of such companies under the corporate seal thereof.

Application for confirmation of certificate.

(4) Upon such agreement being so approved and duly executed it shall be submitted to the Board of Railway Commissioners for Canada with an application for a certificate confirming the agreement.

(5) Notice of the proposed application for such certificate shall be published in the *Canada Gazette* for at least one month prior to the time, to be stated therein, for the making of such application, and also, unless the said Board otherwise orders, once a week for a like period in one newspaper at the place where the head office of each of the amalgamating companies is situated. Notice.

(6) Upon such notice being given, the said Board shall grant or refuse such application, and upon granting the same shall issue a certificate confirming the agreement, and on and from the date of the certificate the companies shall be deemed and taken to be amalgamated and to form one company by the name in the certificate provided, and the company so incorporated shall possess all the property, rights and privileges, and be subject to all the liabilities, contracts, disabilities and duties, of each of the companies so amalgamated. Issue of certificate.

(7) All rights of creditors against the property, rights and assets of a company amalgamated under the provisions of this section, and all liens upon its property, rights and assets, shall be unimpaired by such amalgamation; and all debts, contracts, liabilities and duties of such companies shall thenceforth attach to the amalgamated company and may be enforced against it to the same extent as if such debts, contracts, liabilities and duties had been incurred or contracted by it. Rights of creditors preserved.

3. Subsection (g) of section eight of the said Act is hereby repealed and the following substituted therefor:—
 “Whenever any city, town or incorporated village is desirous of having the Company’s lines for the transmission of light, heat, power or electricity, placed under ground, the Board of Railway Commissioners for Canada may, on the application of such city, town or incorporated village, and on such terms and conditions as the Board may prescribe, require the Company to place its lines or wires under ground, and abrogate the right given by this Act to carry lines on poles in such city, town or incorporated village.” Board may order wires underground.

4. (1) Nothing in this Act, or in chapter seventy-two of the statutes of 1897, shall authorize the Company to construct or operate any lines for the purpose of distributing electricity for lighting, heating or motor purposes upon, along or across any highway, street or public place, without first obtaining the consent, expressed by by-law, of the municipality having jurisdiction over such highway, street or public place, or, if there is no such municipality, then without first obtaining the consent of the authority having jurisdiction over such highway, street or public place, and upon terms to be agreed upon with such municipality, or other such authority. Consent of municipalities or other authority for lines upon highways, etc.

Leave of
Board.

(2) If the Company cannot, in respect of any such line, obtain such consent from such municipality, or cannot obtain such consent otherwise than subject to terms and conditions not acceptable to the Company, the Company may apply to the Board of Railway Commissioners for Canada for leave to exercise such powers, and upon such application shall submit to the said Board a plan of such highway, street or other public place showing the proposed location of such lines, wires and poles.

Powers of
Board.

(3) The said Board may refuse or may grant such application in whole or in part, and may change or fix the route of such lines, wires or poles, and may by order impose any terms, conditions or limitations in respect of the application which it deems expedient, having due regard to all proper interests.

Exercise of
powers.

(4) Upon such order being made, and subject to any terms imposed by the said Board, the Company may exercise such powers in accordance with such order, and shall in the performance and execution thereof, or in the repairing, renewing or maintaining of such lines, wires or poles, conform to and be subject to the provisions of section eight of chapter seventy-two of the statutes of 1897, as amended by this Act, except in so far as the said provisions are expressly varied by order of the said Board.

Sale of light
and power.

(5) Nothing contained in this Act, or in chapter seventy-two of the statutes of 1897, shall be deemed to authorize the Company to exercise the powers therein mentioned for the purpose of selling or distributing light, heat, power or electricity in cities, towns or villages, without the Company having first obtained consent therefor by a by-law of the municipality.

Disputes to
be decided by
Railway
Commission.

5. (1) In case of any dispute or difference as to the price to be charged by the Company for power or electrical or other energy to be supplied for any of the purposes mentioned in this Act, or in chapter seventy-two of the statutes of 1897, or as to the methods of distribution thereof, or as to the time within which it shall be furnished, or as to the quantity to be purchased, or as to the conditions upon which it shall be furnished, for use, such dispute or difference shall be settled by the Board of Railway Commissioners for Canada on the application of any user of or applicant for power or electrical or other energy produced or transmitted by the Company, or upon the application of the Company.

Prices, terms
and condi-
tions to be
fixed by
Board.

(2) The said Board, on the application of any such person or municipality or of the Company, shall fix from time to time, for periods not to extend over five years, the prices, terms and conditions at and upon which the Company shall furnish or supply power or electrical or other energy for any of the purposes mentioned in this Act or in chapter seventy-two of the statutes of 1897.

(3) The provisions of this section shall not apply to con- Limitation of application.
tracts existing at the date of this Act.

6. Section nine of the said Act is hereby repealed and Borrowing powers, issue of bonds, etc.
the following is enacted in lieu thereof:—

“9. If authorized by by-law, sanctioned by a vote of not less than two-thirds in value of the subscribed stock of the Company represented at a general meeting duly called for considering the by-law, the directors may from time to time,—

(a) borrow money upon the credit of the company;

(b) limit or increase the amount to be borrowed;

(c) issue bonds, debentures, debenture stock or other securities of the Company, and pledge or sell the same for such sums and at such prices as may be deemed expedient;

(d) hypothecate, mortgage or pledge the real or personal property of the Company, or both, to secure any such bonds, debentures, debenture stock or other securities, and any money borrowed for the purposes of the Company.

Nothing in this section contained shall limit or restrict Bills and notes.
the borrowing of money by the Company on bills of exchange or promissory notes made, drawn, accepted or endorsed by or on behalf of the Company.”

7. Sections thirteen to twenty, both inclusive, of the Debenture stock.
said Act are hereby repealed.

8. Section twenty-two of the said Act is repealed and Amount of calls, limited liability, use of funds, excepted.
the following section is substituted therefor:—

“22. Part II of the *Companies Act*, except sections one hundred and forty-one and one hundred and sixty-five, shall apply to the Company.”

OTTAWA: Printed by JOSEPH DE LABROQUERIE TACHÉ, Law Printer
to the King's most Excellent Majesty.



7-8 GEORGE V.

CHAP. 76.

An Act to incorporate the Eastern Telephone and Telegraph Company.

[Assented to 25th July, 1917.]

WHEREAS a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. Joseph Ambrose Dawson, merchant, and Edward Francis Casey, merchant, both of the city of Montreal, in the province of Quebec, and Charles Francis Hannington, engineer, of the city of Ottawa, in the province of Ontario, together with such persons as shall become shareholders in the company, are incorporated under the name of the “Eastern Telephone and Telegraph Company,” hereinafter called “the Company.” Incorporation.
Name.

2. The persons named in section one of this Act shall be the first or provisional directors of the Company, a majority of whom shall be a quorum; and they may forthwith open stock books and procure subscriptions for shares and receive payments on account of shares, and may make calls upon the subscribers, and may call the first general meeting of the shareholders, and may carry on the business of the Company. Provisional directors.
Quorum and powers.

3. The capital stock of the Company shall be ten million dollars divided into shares of one hundred dollars each, and may be issued in whole or in part, and may be called up from time to time and in such manner as the directors determine, but no one call shall exceed ten per cent on the Capital stock.

shares subscribed, and there shall be an interval of at least thirty days between calls.

Election of directors.

4. (1) So soon as fifty thousand dollars of the capital stock has been subscribed and fully paid up, the provisional directors shall call a meeting of the shareholders for the election of directors, and for the transaction of such other business as may be transacted at an annual meeting of the Company.

Notice.

(2) Notice of such meeting shall be sufficiently given by mailing the notice, by registered letter, at least ten days previous to the date of such meeting, to the last known post office address of each shareholder.

Number of directors.

5. The number of the directors shall be not less than five nor more than nine, one or more of whom may be paid directors, and a majority of whom shall be a quorum.

Head office.

6. The head office of the Company shall be at the city of Ottawa, in the province of Ontario, or at such other place in Canada as may be hereafter determined upon by the shareholders of the Company.

Powers.

7. (1) Subject to the provisions of the *Navigable Waters Protection Act*, and of sections two hundred and forty-seven and two hundred and forty-eight of the *Railway Act*, and of *The Radiotelegraph Act*, chapter forty-three of the statutes of 1913, and to any amendments hereafter made to such Acts, and to any regulations made under any of the said Acts or any such amendment, the Company may,—

Telegraph and telephone lines.

(a) construct, purchase, lease or otherwise acquire, maintain, repair and operate lines of electric telegraph and telephone over or under land or under water, or both, between any places or anywhere in Canada east of the province of Manitoba;

Extensions of lines.

(b) construct, purchase, lease or otherwise acquire, maintain, repair and operate extensions of lines hereby authorized to any places or anywhere outside of Canada, either over or under land or under water or both;

Wireless telegraphy.

(c) construct, purchase, lease or otherwise acquire, maintain, repair and operate stations for the transmission of messages by wireless telegraphy or telephony between places in Canada east of the province of Manitoba, or elsewhere;

Towers, poles, appliances, structures, materials, etc.

(d) construct, manufacture, purchase, lease or otherwise acquire, lay, erect, maintain, repair, use and operate all such towers, cables, wires, poles, manholes, conduits, works, structures, buildings, plants, instruments, switch-boards, machinery, apparatus, appliances, implements, materials and supplies as may be necessary for the purposes of the Company's undertaking or as may

appertain to its business, and dispose of the same in whole or in part;

- (e) for the purposes of the Company's undertaking, Vessels, etc. construct, purchase, lease or otherwise acquire, charter, maintain and operate steamships and other vessels, either within or without the Dominion of Canada, for the laying, maintenance and operation of submarine and sub-aqueous cables;
- (f) acquire and use any privilege granted by any federal, Letters patent. provincial or municipal authority, and acquire, use and dispose of any invention, letters patent of invention, or the right to use any inventions in any way connected with or appertaining to its business;
- (g) enter into any contracts or arrangements with any Agreements with federal, and other authorities. federal, provincial or municipal authority, or any person or company for any purpose or work in the Company's interest, or that may seem conducive or incidental to the Company's objects, and to obtain from or give to any such federal, provincial or municipal authority, person or company, any rights, privileges and concessions which the Company may think it desirable to obtain or to give, and to carry out, exercise and comply with any such contract or arrangements;
- (h) upon such security as it may deem necessary, advance Advancing of money. money to any corporation, company or person, having objects similar in whole or in part to the objects of the Company;
- (i) as contractors for any other corporation, company or Contractors. person, do anything as contractors which it might do for its own purposes;
- (j) invest and deal with any of the moneys (including Investments. moneys held by the Company to the credit of any of its sinking funds) of the Company not immediately required for the purposes thereof, upon such securities as trustees may by law invest in, and in such manner as they may think fit, and from time to time vary or realize such investments;
- (k) establish offices for the transmission and reception Telegraph offices. of messages, and transmit messages for the public and charge tolls and rates therefor; but no toll or charge shall be demanded or taken until it has been approved of by the Board of Railway Commissioners for Canada, which Board may also revise such tolls and charges; and,
- (l) hold shares and other securities in any company having objects similar in whole or in part to the objects of the Company.

(2) Part I of chapter sixty-one of the statutes of 1908, and the provisions of the *Railway Act*, and any Acts amending the same relating to telephones and telegraphs and telephone and telegraph systems or lines, and *The Radio-telegraph Act*, shall apply to the Company.

Borrowing
powers.

8. (1) If authorized by by-law, sanctioned by a vote of not less than two-thirds in value of the subscribed stock of the Company represented at a general meeting duly called for considering the by-law, the directors may from time to time,—

- (a) borrow money upon the credit of the Company;
- (b) limit or increase the amount to be borrowed;
- (c) issue bonds, debentures, debenture stock or other securities of the Company for sums not less than one hundred dollars each, and pledge or sell the same for such sums and at such prices as may be deemed expedient: Provided that such bonds, debentures or other securities may be for sums not less than twenty pounds sterling, five hundred francs, or four hundred marks, or for sums not less than the nearest equivalent in round figures of other money to one hundred dollars in Canadian currency;
- (d) hypothecate, mortgage or pledge the real or personal property of the Company, or both, to secure any such bonds, debentures, debenture stock or other securities and any money borrowed for the purposes of the Company.

Bills and
notes.

(2) Nothing in this section contained shall limit or restrict the borrowing of money by the Company on bills of exchange or promissory notes made, drawn, accepted or endorsed by or on behalf of the Company.

Securities
as first
preferential
claim.

(3) The bonds, debenture stock, debentures or other securities hereby authorized to be issued, shall be taken and considered to be a first preferential claim and charge, after the payment of penalties and working expenditure, upon the Company, and the undertaking, franchises, uncalled capital, tolls, incomes, rents, revenues and real and personal property thereof at any time acquired, and all its property and assets whatsoever and wheresoever, both present and future, saving and excepting however any charges existing thereon at the date of the acquisition thereof.

Disposal of
undertaking.

9. The Company shall have power to sell and dispose of the undertaking of the Company and its rights and properties for such consideration as the Company may think fit: Provided that no such sale or disposal shall be made until it is approved by a meeting of shareholders duly called for that purpose, at which meeting two-thirds in value of the issued shares are represented by shareholders in person or by proxy, and provided further that no such sale or disposal shall take effect until it has been submitted to and approved of by the Board of Railway Commissioners for Canada.

Powers as to
approval of
ordinary
shareholders.

Acquisition of
business of
other
companies.

10. The Company shall have power to purchase, take over, lease, amalgamate with or otherwise acquire from any other company or companies having objects in whole or

in part similar to the objects of the Company, all or any part of the property, real or personal, undertaking, business, powers, contracts, privileges and rights of any such company or companies that may have been conferred upon any such company or companies by charter, acts of incorporation, by-laws or contracts; conditional upon the assumption by the Company of the duties, obligations and liabilities of such other company with respect to the business rights and property so acquired as are not performed or discharged by such other company: Provided that no agreement therefor shall take effect until it has been submitted to and approved of by the Board of Railway Commissioners for Canada. And the Company shall have power to allot and issue to such company or companies or any one or more of them, shares in the capital stock of the Company in payment in whole or in part of the said property, real or personal, undertaking, business, rights, contracts, powers and privileges of such company or companies, and to so allot and issue such shares as fully paid up or as partly paid up as shall be agreed upon between the company and such company or companies, or any one or more of them.

Shares in
payment.

11. Sections three hundred and sixty-one, three hundred and sixty-two, and three hundred and sixty-three of the *Railway Act* shall apply to the Company, and to any company with which it may hereafter enter into any agreement for any of the purposes mentioned in section nine or section ten of this Act, in all respects as if the said sections three hundred and sixty one, three hundred and sixty-two, and three hundred and sixty-three of the *Railway Act* applied to the said companies.

Sale, lease or
amalgama-
tion with
other
companies.

12. In any case where a telephone system or line is owned or operated in the Dominion of Canada or adjacent thereto, by any person, corporation or municipality, or by any province or territory of Canada, or by any state of the Union of the United States of America, the Company may, subject to the provisions of the *Railway Act*, enter into and carry out agreements or arrangements with such person, corporation, municipality, province, territory or state, for the purpose of connecting the Company's telephone system or lines with the telephone system or line of such person, corporation, municipality, province, territory or state.

Agreements
for connecting
lines of
Company
with other
lines.

13. Subject to the provisions of section seven of this Act, the Company may construct, install, erect and maintain, above or below ground or water, or both or either, its line or lines of telephone or telegraph along the sides of and across or under any public highways, streets, bridges, watercourses, or other such places, or across or under any

Telephone
lines upon
highways,
etc.

Consent of
Lieutenant-
Governor.

water, whether navigable or not, either wholly in Canada or dividing Canada from any other country, but the Company shall not break up or open any part or parts of any highway, not being within a municipality, without first having obtained the consent of the Lieutenant Governor in Council of the province for the time being.

Lines passing
through
woods.

14. (1) The Company, when the said line or lines shall pass through any wood, may cut down the trees or underwood for a space of one hundred feet on each side of such line or lines, doing as little damage as may be in the exercise of the powers to them hereby granted: Provided always that the Company shall make compensation, whenever required so to do, to the owners, proprietors of or persons interested in the lands so entered upon by the Company, for all damage by them sustained from the exercise of the power granted by this section.

Compensa-
tion.

Preservation
of trees.

(2) The Company shall not, however, cut down any ornamental or fruit trees or any trees planted or preserved as a protection to any building, orchard or cultivated ground, or any trees in any city, town or village, or in any garden, park, pleasure grounds, churchyard or cemetery.

Arbitration
in case of
disagreement.

(3) In case of disagreement arising between the Company and any owner or occupier of the lands upon which the Company may have cut down trees, in respect of any damages done the same, the Company, and each owner or occupier, shall each choose an arbitrator, which two arbitrators shall choose a third, and the decision on the matter in difference of any two of them in writing shall be final; and if the said owner or occupier, or the Company, neglects or refuses to choose any arbitrator within ten days after notice in writing, and upon proof of personal service of such notice, or, if such two arbitrators when duly chosen disagree in the choice of a third arbitrator, in any such case the Minister of Railways may nominate any such arbitrator or third arbitrator, as the case may be, who shall possess the same power as if chosen in the manner above provided.

When third
arbitrator
named by
Minister.

As to agree-
ments with
other
companies.

15. It shall be lawful for the Company, for such consideration as may be agreed upon, to enter into and carry out to completion, any agreement in the nature of assuming the payment of or guaranteeing the payment of principal and interest, or either, on bonds, debenture stock or debentures, issued or to be issued, or assuming the obligations of, or guaranteeing the carrying out of, any obligation, or any part thereof, created by any person or company selling, leasing or conveying to the Company under the above powers, such agreement to be approved of by the holders of a majority in value of the shares of the Company who are present or represented by written proxy at any special meeting to be called for the purpose, in accordance

with the by-laws of the Company; and every such agreement when so approved shall be valid and binding according to the terms and tenor thereof.

16. The Company shall have power to charge, sue for, recover and collect rates, rentals and tolls for the use of and charged by the system or systems purchased, taken over, leased, amalgamated with or otherwise acquired, not exceeding those authorized to be charged or enforced immediately before the purchase, taking over, leasing, amalgamating with or otherwise acquiring the said system or systems, but not exceeding in any case a period of four months, until rates, rentals and tolls are approved of by the Board of Railway Commissioners for Canada, and thereafter the Company shall charge and may sue for, recover and collect such rates, rentals and tolls as may be approved of by the said Board.

Rates and
tolls.

Approval of
Railway
Commission.

17. Sections one hundred and forty-one and one hundred and sixty-five of the *Companies Act* shall not apply to the Company.

Provisions re
calls on stock
and limited
liability not
to apply.

OTTAWA: Printed by JOSEPH DE LABROQUERIE TACHÉ, Law Printer
to the King's most Excellent Majesty.



7-8 GEORGE V.

CHAP. 77.

An Act to incorporate The Canadian Council of The Girl Guides Association.

[Assented to 25th July, 1917.]

WHEREAS The Girl Guides Association was duly Preamble.
incorporated in the United Kingdom by Royal
Charter, and a branch of the Association has been esta-
blished in Canada and is governed by a Dominion Council;
And whereas a petition has been presented praying that it
be enacted as hereinafter set forth, and it is expedient
to grant the prayer of the said petition: Therefore His
Majesty, by and with the advice and consent of the Senate
and House of Commons of Canada, enacts as follows:—

1. Lady Pellatt, Mrs. F. H. Torrington, Mrs. H. P. Incorporation
Plumptree, Mrs. Helen C. Parker, Miss Edith M. Mairs,
Mrs. P. L. Mason, Mrs. A. E. Gooderham, Mrs. Sarah
Warren and Mrs. Robert A. Falconer, all of the city of
Toronto, in the province of Ontario, and their successors in
the corporation hereby created, are hereby incorporated
under the name of "The Canadian Council of The Girl Name.
Guides Association", hereinafter called "the Corporation".

2. (1) The purposes and powers of the Corporation shall Purposes and powers.
be to promote and carry out in Canada the objects of the
said Association, namely:—

- (a) The instructing of girls in the principles of discipline, loyalty, and good citizenship, and otherwise as provided in and by the Royal Charter of the said Association;
- (b) To promote and make, and assist in the establishment of, provincial and local associations, committees, and councils, on such terms and under such regulations as the Corporation may from time to time by by-law provide;

(c) To publish, distribute, and sell books and other information for the furtherance of the objects of the Association in Canada;

(d) Generally to do all things necessary or requisite for providing and maintaining an efficient organization for the purposes of the Association in Canada.

(2) For any of the purposes authorized by this Act, the Corporation may, by by-law or resolution, delegate any of its powers to the executive committee provided for by this Act.

Head office.

3. The head office of the Corporation shall be in the city of Toronto, or elsewhere as may be fixed by by-law from time to time.

Provisional executive committee.

4. The five persons first named in section one of this Act shall be the provisional executive committee of the Corporation, and, until the first general meeting of the Corporation, may exercise on its behalf all the powers conferred by this Act on the Corporation.

First general meeting.

5. The first general meeting of the Corporation shall be held within one year after the passing of this Act, at such place and time as the provisional executive committee may direct, by notice mailed to each of the incorporators one week before the holding of such general meeting.

Executive committee.

6. At the first general meeting of the Corporation, and at each subsequent annual general meeting, the Corporation shall elect an executive committee from among its members, in manner provided by the by-laws of the Corporation from time to time in force.

By-laws.

7. The Corporation, at its first general meeting, and thereafter at any annual or special general meeting, may make, amend, or repeal by-laws and regulations for all purposes of the Corporation, and for defining and regulating,—

(a) the terms and conditions of membership in the Corporation, and the rights, duties, and privileges of all classes of members;

(b) the constitution, powers, duties, quorum, term of office, and method of election of the executive committee, and the number, powers and duties of the officers of the Corporation;

(c) the time and place for holding in Canada annual and special general meetings of the Corporation, and the notice and other requirements thereof;

(d) the calling of regular and special meetings of the executive committee, the notice to be given thereof, and the quorum and procedure in all respects at or concerning such meetings;

(e) the administration and management of the affairs of the Corporation in all respects.

8. The Corporation may receive, acquire, accept, and hold real or immovable property, by grant, gift, purchase, devise, legacy, lease or otherwise, for the purposes of the Corporation; and may sell, lease, dispose of, mortgage, invest, or otherwise deal therewith in such manner as it may from time to time deem advisable for such purposes: Provided, however, that the annual value of the real estate held by the Corporation shall not at any time exceed the sum of fifty thousand dollars.

Property

Limitation
as to real
estate.

9. The Corporation may receive and distribute any gifts, grants of money, or contributions made by the Government of Canada, or by the Government of any province of Canada, or by any municipality, incorporated body, society or person, and shall apply the same in accordance with the terms, provisions, and conditions of such gifts, grants, or contributions; or, if there be none such, in accordance with the objects set forth in section two of this Act.

Powers and
duties as to
aid granted.

10. The Corporation shall have the sole and exclusive right to have and to use all emblems, badges and decorations, descriptive or designating marks and titles, now or heretofore used by The Girl Guides Association, and also the title "Girl Guides", and shall also have the sole and exclusive right to have and to use any emblem, badge, decoration, descriptive or designating marks and titles hereafter adopted by the Corporation for carrying out its purposes, provided that a statement and description of such emblem, badge, decoration, descriptive or designating mark, words or phrases is filed with and approved by the Minister of Agriculture or other Minister administering the *Trade Mark and Design Act*.

Corporation
to have
exclusive
right to
titles, badges,
etc., now in
use.

How
exclusive
right to
badges, etc.,
may be
obtained in
future.

R.S., c. 71.

OTTAWA: Printed by JOSEPH DE LABROQUERIE TACHÉ, Law Printer
to the King's most Excellent Majesty.



7-8 GEORGE V.

CHAP. 78.

An Act to incorporate the Imperial Order Daughters of the Empire and the Children of the Empire (Junior Branch).

[Assented to 20th September, 1917.]

WHEREAS the Imperial Order of the Daughters of the Empire and the Children of the Empire (Junior Branch), hereinafter called "the provincial society," is a society incorporated under the provisions of *An Act respecting Benevolent, Provident and other Societies*, being chapter two hundred and eleven of the Revised Statutes of Ontario, one thousand eight hundred and ninety-seven, and since its incorporation has been actively engaged in promoting its objects in various parts of the Empire, and has organized a large number of branches called Chapters with a membership of over thirty thousand in the Dominion of Canada; and whereas it has been made to appear that the extensive character of the work of the provincial society in all the provinces of the Dominion and elsewhere necessitates wider territorial authority and operation than has been found practicable for a corporation created by a provincial legislature; and whereas the National Chapter of Canada, being under the present constitution of the provincial society the supreme head and executive power thereof, has by its petition prayed that it may be enacted as hereinafter set forth; and whereas the provincial society is not carried on or maintained for the purposes of profit or trade, but is entirely voluntary and patriotic, and has for its chief object the fostering of closer personal and national relations between the motherland and Canada, as well as other colonies and dependencies of Great Britain; and whereas it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Preamble.

Revised
Statutes,
Ontario, 1897,
c. 211.

Incorporation.

1. All persons who at the date of the passing of this Act are members of the provincial society, together with

Corporate
name.

all such other persons as under the provisions of this Act become members of the corporation hereby created, are hereby constituted a body corporate under the name of "The Imperial Order Daughters of the Empire and the Children of the Empire (Junior Branch)", hereinafter called "the Order."

Objects.

2. The objects of the Order shall be:—

- (a) To stimulate and give expression to the sentiment of patriotism which binds the women and children of the Empire around the throne and person of their Gracious and Beloved Sovereign;
- (b) To supply and foster a bond of union amongst the daughters and children of the Empire;
- (c) To provide an efficient organization by which prompt and united action may be taken by the women and children of the Empire when such action may be desired;
- (d) To promote in the motherland and in the colonies the study of the history of the Empire and of current Imperial questions; to celebrate patriotic anniversaries; to cherish the memory of brave and heroic deeds and the last resting places of our heroes and heroines, especially such as are in distant and solitary places; to erect memorial stones on spots that have become sacred to the nation, either through great struggles for freedom, battles against ignorance, or events of heroic and patriotic self-sacrifice;
- (e) To care for the widows, orphans and dependents of British soldiers and sailors during war, in time of peace, or under sickness, accident or reverses of fortune;
- (f) To promote unity between the motherland, the sister colonies and themselves; to promote loyalty to King and country; to forward every good work for the betterment of their country and people; to assist in the progress of art and literature; to draw women's influence to the bettering of all things connected with the Empire, and to instil into the youth of their country patriotism in its fullest sense.

Qualifica-
tions for
membership.
Honorary
members.

3. (1) Any woman or girl who is a British subject shall be eligible for membership in the Order.

(2) Any woman or girl who is interested in the promotion of the objects of the Order may be elected an honorary member in accordance with such provisions as may be made in that behalf by the constitution of the Order.

Organization.

4. The members of the Order may be organized under the constitution, by-laws, rules and regulations hereinafter provided for, in bodies, designated chapters, as follows:—

- (a) Primary Chapters, of which there may be one or more in any city, town, village, parish, municipality or other territorial division of any province or territory of Canada for municipal purposes. In portions of any province or territory which are not organized for municipal purposes, primary chapters may be formed by such local grouping of members of the Order as from time to time is found convenient.
- (b) Municipal Chapters, of which one may be formed in any such territorial division or local group when there are three or more primary chapters therein.
- (c) Provincial Chapters, of which there may be one in and for each province or territory of Canada. Each provincial chapter shall consist of all the officers of the municipal and primary chapters and of the regents of junior chapters in the province. The officers and executive shall be elected according to the constitution of the Order. Provincial chapters shall be designated and known as "The Provincial Chapter of (*name of province or territory*) Imperial Order Daughters of The Empire and the Children of The Empire (Junior Branch)."
- (d) The Canadian National Chapter, consisting of the principal officers of the Order, representatives of the provincial chapters and members. The officers, representatives and members shall be elected or otherwise appointed as provided by the constitution of the Order. This chapter shall be designated and known as "The Canadian National Chapter of the Imperial Order Daughters of the Empire and the Children of the Empire (Junior Branch)", and is hereinafter referred to as "the National Chapter."

5. The Order may, in pursuance of its objects or any of them—

Co-operation
with similar
societies.

- (a) co-operate or affiliate with any body of women incorporated or unincorporated, which has been lawfully formed in Canada or in any other part of the British Empire and has objects the same as or similar to those of the Order; and,
- (b) for the purpose of forming, or promoting the formation of, an Imperial Chapter of the Order, federate, or otherwise unite with any such body; and,
- (c) form Children's Chapters in any part of Canada, which chapters may consist of children of either sex, under the age of eighteen years, who are British subjects.

Imperial
Chapter.

Children's
Chapters.

Head Office.

6. The head office of the Order shall be in the city of Toronto, province of Ontario, but the National Chapter may from, time to time, by by-law remove the head office to any other place in Canada.

Constitution.

7. In so far as they are not inconsistent with the provisions of this Act nor otherwise contrary to law, the constitution of the provincial society, the statutes of the National Chapter and the provincial chapters thereof, and the by-laws of the municipal and primary chapters thereof, shall be, respectively, as they exist at the date of the passing of this Act, the constitution of the Order and the statutes and by-laws of the various chapters thereof, until altered or amended in accordance with the provisions of this Act.

Alteration
of
constitution.

8. The Order may, from time to time, at any annual general meeting or at any special meeting duly called for that purpose, alter or amend the constitution of the Order in any manner not inconsistent with the provisions of this Act nor otherwise contrary to law, but no such alteration or amendment may be made unless the provisions of the constitution of the Order as to notice and otherwise have been complied with.

Officers and
committees
continued.

9. The officers and committees of the provincial society and of the various chapters thereof, holding office or existing at the date of the passing of this Act, shall, respectively, be the officers and committees of the Order and of the various chapters thereof until their successors have been elected or appointed in accordance with the provisions of this Act.

Officers of
Order.

10. (1) The principal officers of the Order shall be a president, one or more vice-presidents, a secretary, an assistant-secretary, an educational-secretary, an organizing-secretary, a treasurer and a standard-bearer. They shall be elected at the annual meeting of the Order as provided by the constitution of the Order, and shall hold office until their successors have been elected.

Honorary
officers.

(2) Such other honorary officers may be elected or hold office *ex officio* as are provided for by the constitution of the Order.

Adminis-
tration.

11. The affairs of the Order generally shall be administered by the national executive committee of the National Chapter, except as otherwise provided by the constitution of the Order.

12. The National Chapter may, from time to time, make by-laws, rules and regulations, not inconsistent with the provisions of this Act nor with the constitution of the Order nor otherwise contrary to law, for:—

By-laws of
National
Chapter.

- (a) the administration of the property, business and other affairs of the Order in general;
- (b) the functions, duties and remuneration of all officers, agents and servants of the National Executive Committee;
- (c) the appointment of committees of the National Executive Committee and their duties;
- (d) the calling of meetings, regular or special, of the Order and of the National Executive Committee or of its committees;
- (e) the fixing of the necessary quorum and procedure in all things at such meetings, including representation thereat by delegates as provided for in the constitution of the Order;
- (f) the formation and organization of primary, municipal and provincial chapters, the dissolution thereof, the suspension thereof for violations of the constitution of the Order or of the by-laws, rules and regulations of the National Executive Committee, and the reinstatement thereof after such suspension;
- (g) the fixing of fees to be paid to the National Executive Committee by the primary, municipal and provincial chapters, and the levying of contributions therefrom for the general purposes of the Order;
- (h) generally, for the carrying out of the objects of the Order.

13. Each primary chapter, municipal chapter and provincial chapter shall be subject to the constitution of the Order and to the by-laws, rules and regulations made by the National Chapter for the general government of the Order, but shall in all other respects have the full management and control of its own affairs and the appointment of its own officers, and for those purposes may make such by-laws, rules and regulations as are not inconsistent with the provisions of this Act or otherwise contrary to law, the constitution of the Order or the by-laws, rules and regulations made by the National Chapter for the general government of the Order.

Rights and
duties of
primary and
other
chapters.

Power to
make
by-laws.

14. (1) There shall be held annually a general meeting of the Order at such place and time as the National Chapter may determine by by-law.

Annual
general
meeting.

(2) At every annual meeting a full statement of the affairs of the Order shall be presented by the National Chapter

Statement of
affairs.

and the election of the principal officers of the Order and of the other members of the National Chapter shall take place.

Representa-
tion of
chapters.

(3) Each and every chapter of the Order, whether primary municipal or provincial, shall be entitled to be represented at the annual meeting by such number of delegates as may be determined by by-law of the National Chapter, but so that each chapter shall have the right to appoint the same number of delegates as any other chapter.

Presiding
officer.

(4) The annual meeting shall be presided over by the president of the National Chapter or, in case of her incapacity to act, by one of the vice-presidents thereof, and should no vice-president be present then by one of the delegates present to be elected by the meeting.

First annual
meeting.

15. (1) The first annual meeting of the Order shall be held at the head office of the Order within one year after the date of the passing of this Act, and shall be summoned at the instance of the National Executive Committee of the provincial society, which shall give to each primary, municipal and provincial chapter, existing at the date of the passing of this Act under the constitution of the provincial society, at least two months' notice of the meeting in writing by registered letter addressed to the proper officer of the chapter.

Notice.

Particulars.

(2) The notice shall specify the day, place and hour of the meeting, and the number of delegates that may be appointed by each and every chapter.

Conduct of
business.

(3) For the purposes of the first annual meeting the National Executive Committee of the provincial society shall be deemed to be the National Chapter of the Order, and the president of the said committee shall be deemed to be the president of the Order.

Power to
acquire real
estate.

16. The Order may take, hold, possess and acquire by purchase, lease, exchange, donation, devise, bequest, endowment, or otherwise, real or immovable property required for the actual use and occupation of the Order, or necessary or requisite for the carrying out of its objects; and may sell, mortgage, pledge, hypothecate or alienate such property in any manner whatever; but the annual value of such property shall not exceed one hundred thousand dollars; and any such property not required for the purposes of the Order shall be sold within ten years after its acquisition.

Limit of
value.

Sale of
property.

Order to
acquire assets
of provincial
society.

17. The Order shall acquire and take over all the existing assets, interests, rights, effects and property, movable or immovable, held and enjoyed by the provincial society, (but nothing herein shall be deemed in any way to affect the rights in respect of any property, real or personal,

sonal, of which any primary, municipal or provincial chapter may be possessed at the date of this Act), and shall be subject to all the obligations and liabilities of the said provincial society, and except in so far as it may be necessary for the purposes of such transfer, the powers and authority vested in the Order under the provisions of this Act shall not be exercised or become effective until all the assets, interests, rights, credits, effects, property, obligations and liabilities of the said society have been transferred to and assumed by the Order, and evidence of such transfer and assumption satisfactory to the Secretary of State of Canada has been filed with the said Secretary of State, and a statement to that effect has been published in the *Canada Gazette* by the said Secretary of State.

Powers
subject to
transfer and
approval.]

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to the King's most Excellent Majesty.



7-8 GEORGE V.

CHAP. 79.

An Act respecting The Grain Growers' Grain Company, Limited, and to authorize it to change its name to "United Grain Growers, Limited."

[Assented to 25th July, 1917.]

WHEREAS The Grain Growers' Grain Company, Limited, 1911, c. 80;
has by its petition prayed that it be enacted as here- 1915, c. 73.
inafter set forth, and it is expedient to grant the prayer of
the said petition: Therefore His Majesty, by and with the
advice and consent of the Senate and House of Commons
of Canada, enacts as follows:—

1. The Grain Growers' Grain Company, Limited, here-
inafter called "the Company," a company incorporated Power to
change name.
by chapter eighty of the statutes of 1911, may, by by-law
of the directors for the purpose, change the name of the
Company to "United Grain Growers, Limited." Upon
the passing of said by-law by the directors, the name of the
Company shall become and thereafter shall be "United
Grain Growers, Limited;" but such change in name shall
not in any way impair, alter or affect the rights or liabilities Rights
saved.
of the Company, nor in any wise affect any suit or proceeding
now pending, or judgment existing, either by or in favour
of, or against the Company, which notwithstanding such
change in the name of the Company, may be prosecuted,
continued, completed and enforced as if this Act had not
been passed.

2. Section three of said chapter eighty of the said Act is
hereby repealed and the following is substituted therefor:— Head office
and other
places of
business.

"3. The head office of the Company shall be at the
city of Winnipeg, in the province of Manitoba, but the
directors may establish other offices and places of business
elsewhere. Meetings of the Company shall be held at the Places of
meeting.
head

head office or at such other place or places in Canada as the Company or directors, from time to time, may decide."

Increase of
capital stock.

3. Section four of the said chapter eighty is hereby amended by striking out the word "two" therein and substituting the word "five" therefor, and section seven of the said chapter is hereby repealed.

Number of
shares held
by one
shareholder.

4. Section five of the said chapter eighty is hereby amended by striking out the word "forty" therein and substituting the words "one hundred" therefor.

Power to
prohibit
shareholder
voting by
proxy.

5. (1) The Company may, by by-law adopted by a vote of not less than two-thirds of the shareholders of the Company present or represented by proxy at a general or special meeting of the Company duly called to consider said by-law, enact that no shareholder of the Company shall thereafter have the right to vote by proxy, whereupon any right, whether by law or under any provision in said chapter eighty or in the amending Act, chapter seventy-three of the statutes of 1915, to vote by proxy shall cease and determine, and any provisions in said chapters eighty and seventy-three inconsistent with said by-law shall thereupon become and be repealed.

Voting by
proxy not to
be abolished
until voting
by delegates
is substituted
for it.

(2) No by-law passed under the provisions of this section shall go into operation until a by-law has been passed under the next following section, giving the shareholders representation at annual and other meetings by means of elected delegates as soon as the right of voting by proxy is abolished.

Grouping of
shareholders
in local
societies
based on
territorial
districts.

6. (1) The Company may, by by-law, herein called the "principal by-law," adopted by a vote of not less than two-thirds of the shareholders of the Company present at a general or special meeting of the Company duly called to consider such by-law, enact that the shareholders of the Company, including persons who shall thereafter become shareholders, shall be grouped in local societies formed upon the basis of territorial districts, or such other basis as may be determined in said by-law, or by by-law of the directors.

Societies
formed by
directors
who may
vary
territorial
limits.

(2) The Company may enact, by said principal by-law, that said societies shall be formed by the directors of the Company, and that the directors shall have power from time to time to determine as well as vary the territorial limits or other basis from or upon which each society and membership therein is drawn or formed, whereupon the directors shall have said powers.

Representa-
tion of
societies by
delegates at
meetings.

(3) Each of the said societies shall be entitled to be represented at the annual or other meetings of the Company by delegates chosen by each society from its members. Said delegates shall alone have the right to vote at such meetings,

and said delegates shall have the same powers at all meetings of the Company as the shareholders of the Company would have had if said principal by-law had not been adopted. Each delegate shall have but one vote, and all questions proposed for the consideration of the Company shall, subject to the provisions herein contained, be determined by the majority of votes.

Each delegate only one vote.

(4) The Company may enact, by said principal by-law, that the directors shall from time to time fix the number or proportion of said delegates to be selected by each of said societies, and that the directors shall have power to do all things needful, whether by by-law or otherwise, necessary to give effect to this section, and all by-laws passed thereunder, including the power to make from time to time by-laws and regulations for the holding of meetings by said societies for the selection of said delegates, the doing by said societies of all things needful to insure the representation of said societies by delegates at meetings of the Company and the transaction by said societies of business proper or needful to be dealt with by them to carry out the objects of this section. Upon the enactment of said by-law with said provisions, or any of them, the directors shall be invested with the powers therein provided for.

Powers of directors to fix number of delegates, etc.

(5) The said societies shall have power to do all things necessary to give effect to this section and any by-laws passed thereunder.

Powers of societies.

(6) The Company may, by by-law or by-laws adopted by a vote of not less than two-thirds of the shareholders of the Company present at a general or special meeting of the Company, duly called to consider said by-law or by-laws, or in the event of said meeting being called subsequent to the formation of said societies, the Company may, by by-law or by-laws adopted by a vote of not less than two-thirds of the delegates chosen by said societies present at a general or special meeting of the Company duly called to consider such by-law or by-laws, make provision for the doing by the Company or by the directors of all things necessary to give effect to this section.

By-laws prior and subsequent to formation of societies.

(7) Upon the passing of the principal by-law, the word "delegates" shall become and be substituted for the word "shareholders" wherever used in the said chapters eighty and seventy-three, except in line nine of section one of the said chapter eighty, and in lines eleven and fifteen of section six of the said chapter seventy-three; and for the following words in the said chapters eighty and seventy-three, namely:—"vote of not less than two-thirds of the shareholders present or represented by proxy;" "vote of the shareholders present or represented by proxy;" "vote of two-thirds of the shareholders present or represented by proxy."

Substitution of word "delegates" for "shareholders."

Amendments as to proxy and shareholders.

proxy:" there shall be substituted the words "vote of not less than two-thirds of the delegates present."

Conditional
repeal of
certain
terms and
provisions.

(8) Upon the passing of the principal by-law the following words in section one of the said chapter seventy-three "and such company or society shall have at all meetings of the Grain Growers' Grain Company, Limited, a vote for each share held by it in the capital stock of the Grain Growers' Grain Company, Limited," and all provisions in the said chapters eighty and seventy-three inconsistent with this section shall become and be repealed.

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to the King's most Excellent Majesty.



7-8 GEORGE V.

CHAP. 80.

An Act to incorporate The Bishop of Mackenzie River.

[Assented to 25th July, 1917.]

WHEREAS the diocese of Mackenzie River is a missionary Preamble
diocese of the Church of England in Canada contained within the Ecclesiastical Province of Rupert's Land, and extends over part of the civil province of Alberta and part of the Northwest Territories of Canada, and was formed by subdivision out of the original diocese of Athabasca in said Ecclesiastical Province; and whereas the Right Reverend James Richard Lucas was consecrated and appointed bishop of the said diocese of Mackenzie River in succession to the Right Reverend William Day Reeve, being the first bishop of the said diocese, and to the Right Reverend William Carpenter Bompas as bishop of the original diocese of Athabasca; and whereas divers lands situate within the said diocese have been granted to the former incumbents of the said bishoprics of Athabasca and Mackenzie River and to the present incumbent for various purposes in connection with the said church of the said diocese, and also divers lands and moneys are held by the said bishop in trust for various missions of the said church within the said diocese; and whereas no synod of the clergy and laity therein in accordance with the practice of the Church of England in Canada has as yet been convened or organized, and the bishop of the said diocese has never been constituted a corporation sole; and whereas it is the intention to make provision for the management and control of the property, affairs and interests of the said church in matters relating to and affecting only the said church and the officers and members thereof and in respect of the premises, and to incorporate the bishop of the said diocese as a corporation sole; and whereas a petition has been presented praying that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by

and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Incorporation.

1. The Right Reverend James Richard Lucas, Bishop of the said diocese of Mackenzie River, and his successors in office, are hereby incorporated for the purposes mentioned in the preamble, under the name of "The Bishop of Mackenzie River," hereinafter called "the Corporation," with all the powers and privileges contained in section thirty of chapter one of the Revised Statutes of Canada, 1906.

Power to hold real and other property.

2. The Corporation may purchase, receive and hold property of any kind for the uses and purposes of the Church of England in Canada, in the said diocese of Mackenzie River, including the uses and purposes of any parish, mission, institution, college, school or hospital, now or hereafter connected with the Church of England in Canada, and may receive any devise by will, gift, and conveyance of land or any estate or interest therein, and may sell, alienate, mortgage, or lease any lands, tenements and hereditaments held by it, whether by way of investment for the uses and purposes hereinbefore mentioned or not: Provided that the annual revenue of the real estate held by the Corporation shall not at any one time exceed the sum of forty thousand dollars; and provided also, that any devise of real estate to the Corporation shall be subject to the laws respecting devises of real estate to religious corporations in force at the time of such devise in the province or territory in which such real estate is situated.

Limit of value.

Mortmain laws.

Limit as to time of holding.

3. (1) The Corporation shall, within ten years after its acquisition of any real estate, or within any extension of such period as is in this section provided, sell or otherwise dispose of and alienate so much of such real estate as is not required for the use and occupation of the Corporation, but nothing herein contained shall be deemed in any wise to vary or otherwise affect any trust relating to such property.

Extension of time.

(2) The Treasury Board may direct that the time for the sale or disposal of any such real estate shall be extended for a further period or periods, not to exceed five years.

Fifteen years limit.

(3) The whole period during which the Corporation may hold such real estate under the foregoing provisions of this section shall not exceed fifteen years from the date of the acquisition thereof.

Forfeiture.

(4) Any real estate not required by the Corporation for its own use, held by the Corporation for a longer period than authorized by the foregoing provisions of this section, shall be forfeited to His Majesty for the use of the Dominion of Canada.

4. The Corporation may invest its funds and moneys in,— Investments.

(a) Government securities of the United Kingdom or of Canada, or of any province of Canada, or in the stocks, funds, bonds or debentures of the Government of India, or of any of the colonies of Great Britain, or, Government securities.

(b) the debentures, debenture stock, mortgages or securities of any corporation or company in the United Kingdom, or in any of the said colonies; provided such corporation or company is incorporated by Act of Parliament or charter, or is authorized by any such government, and has for the three years last preceding paid dividends on the ordinary stock, or, Debentures, mortgages, etc.

(c) in the purchase of freehold lands; or, Lands.

(d) in the first mortgages on freehold property in Canada; Mortgages.

And for the purposes of such investments may take mortgages or assignments thereof, whether such mortgages or assignments be made directly to the Corporation in its own corporate name, or to some company or person in trust for it, and may sell and assign the same.

5. The Corporation may exercise all its powers by and through an executive committee, or such boards or committees as the bishop may from time to time appoint for the management of any of the affairs of the said bishopric, but in accordance only with the trusts relating to any property upon or for which the same is held. Executive Committee.

6. Instruments executed by the Corporation shall be verified by the signature of the Bishop of Mackenzie River or of his commissary for the purpose by him in writing appointed. Execution of documents.

7. All deeds, conveyances and letters patent heretofore made to the late Right Reverend William Carpenter Bompas or to the Right Reverend William Day Reeve, or to the said the Right Reverend James Richard Lucas, purporting to convey lands within the territorial limits of the said present diocese of Mackenzie River, or any interest therein, to any of them and his successors as such Bishop of Mackenzie River, shall be as valid and effectual, for the purpose of vesting the same in the Corporation by this Act created, as if such Corporation had been created and in existence at the time at which such deeds, conveyances and letters patent were made. Lands conveyed in certain deeds, letters patent, etc., vested in corporation.

8. The Corporation may transfer any property held in trust by it for any eleemosynary, ecclesiastical or educational Transfer of property held in trust.

tional use of the Church of England in Canada in the diocese of Mackenzie River, or for any of the purposes herein set forth, to the synod of the diocese of Mackenzie River, when incorporated, to be held by the said synod in trust for the same uses and purposes.

Application
of Dominion
and
Provincial
mortmain
laws.

9. In regard to any real property which, by reason of its situation or otherwise, is subject to the legislative authority of the Parliament of Canada, a license in mortmain shall not be necessary for the exercise of the powers granted by this Act; but otherwise the exercise of the said powers shall in any province of Canada be subject to the laws of such province as to the acquisition and holding of lands by religious corporations, in so far as such laws apply to the Corporation.

Execution of
deeds.

10. Any deed or other instrument relating to real estate vested in the Corporation or to any interest in such real estate shall, for all purposes within the legislative jurisdiction of the Parliament of Canada, be deemed to be duly executed if there are affixed thereto the seal of the Corporation and the signature of any officer of the Corporation duly authorized for such purpose or his lawful attorney.

Authority to
transfer of
property
held in trust.

11. In so far as authorization by the Parliament of Canada is necessary, any person or corporation in whose name any property, real or personal, is held, in trust or otherwise, for the uses and purposes aforesaid, or any such person or corporation to whom any such property devolves, may, subject always to the terms and conditions of any trust relating to such property, transfer such property or any part thereof to the Corporation.

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to the King's most Excellent Majesty.



7-8 GEORGE V.

CHAP. 81.

An Act respecting the Saint John Board of Trade.

[Assented to 25th July, 1917.]

WHEREAS the Saint John Board of Trade has by its 1872, c. 44.
petition prayed that it be enacted as hereinafter set
forth, and it is expedient to grant the prayer of the said
petition: Therefore His Majesty, by and with the advice
and consent of the Senate and House of Commons of
Canada, enacts as follows:—

1. The Saint John Board of Trade, in addition to the powers given to it by its Act of incorporation, chapter forty-four of the statutes of Canada, 1872, is hereby authorized and empowered to invest its funds from time to time in the purchase of shares of the capital stock of the Saint John Board of Trade Building Company, Limited.

Power to
invest in
shares of
St. John
Board of
Trade
Building Co.

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to the King's most Excellent Majesty.



7-8 GEORGE V.

CHAP. 82.

An Act to incorporate The Grand Lodge of the Canadian Association of Stationary Engineers of the Dominion of Canada.

[Assented to 25th July, 1917.]

WHEREAS the persons hereinafter named have by their petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. Robert Dyson, of the city of Guelph, John Hale and Alfred W. Heath, both of the city of Hamilton, Rodger F. Gofton, of the city of Kitchener, William Cooke, of the city of Belleville, John W. Beasley, of the city of Chatham, all in the province of Ontario, and William G. Forbes, of the city of Montreal, in the province of Quebec, practising stationary engineers, together with such other persons as become members of the association, are hereby incorporated under the name of "The Grand Lodge of the Canadian Association of Stationary Engineers of the Dominion of Canada," hereinafter called "the Association."

Incorporation.

Corporate name.

2. The persons named in section one of this Act shall be the executive officers of the Association and shall hold office until their successors are elected.

Executive officers.

3. The head-office of the Association shall be in the city of Hamilton, in the province of Ontario.

Head office.

4. The affairs and business of the Association shall be managed by a representative body to be known as "The Grand Lodge," consisting of not less than seven nor more than fifteen members, who shall be elected annually in such manner as is determined by by-law of the Association.

Governing body.

Election of officers.

5. The executive officers, and such officers as are designated by the by-laws of the Association, shall be elected from delegates appointed to Grand Lodge Convention.

Branches.

6. Subject to the constitution and by-laws of the Association, branches under the name of "Lodges," subordinate to the Grand Lodge of the Association, may be established in Canada under the title or number designated in the charter granted by the Grand Lodge of the Association when constituting such branches, with such powers as the Association may determine by by-law: Provided, however, that such powers shall not be in excess of those conferred on the Association by this Act.

Rules and by-laws.

7. The Association may make such rules and by-laws for the government and management of its business and affairs and for the guidance of its officers and members, and especially with respect to the qualification, classification, admission and expulsion of members, the fees and dues which it may deem advisable to impose, the control and management of its funds, the number of members composing the Grand Lodge, and the number, constitution, powers and duties of an executive committee, board of trustees or managing committee, and of its officers, and generally for regulating every matter and thing proper and necessary to be done for the good of the Association and for the carrying out of the objects and purposes of this Act.

Objects and purposes.

8. The objects and purposes of the Association shall be to promote by all lawful means the efficient operation of steam and electric power plants, and for the said purposes:—

- (a) To serve as a school of instruction for its members;
- (b) To hold meetings for discussing theoretical and practical matters pertaining to its calling;
- (c) To examine stationary engineers and firemen as to their proficiency, and to grant graded certificates of ability to its members, and to be a medium through which steam and electric users may be supplied with good and reliable engineers, and to grant relief to its members in cases of sickness or distress.

Membership.

9. All members in good standing of existing institutes incorporated under provincial Acts, and of associations who apply for membership after the passing of this Act, and other persons of whose qualifications and fitness the Association approves, shall be eligible for membership in the Association.

General meetings.

10. The first general meeting of the Association shall be held during the year 1917 at such time and place and upon

such notice as the executive officers of the Association may decide. Subsequent general meetings shall be held annually as the by-laws of the Association may provide.

11. At any general or special meeting members may be represented and vote by proxy, but no such proxy shall be exercised by a person who is not a member of the Association and in good standing. Proxies.

12. The Association may affiliate with any association or corporation having the same or similar objects. Affiliation.

13. Subject to provincial laws, the Association may acquire by devise, bequest, purchase, gift or lease, real property, not exceeding in the aggregate the value of one hundred thousand dollars, and may sell, mortgage, lease and dispose thereof, but so that the Association shall apply all its profits, if any, or other income, in promoting its objects, and shall not at any time pay any dividend to its members; but the provisions of this section shall not prevent the remuneration by the Association of members of the board of directors or officers of the Association, for services rendered, out of any surplus remaining after the ordinary expenses of the Association have been met. The Association shall, within ten years after its acquisition of any real estate, sell or otherwise dispose of and alienate so much thereof as is not required for the use and occupation of the Association. Real estate. Remuneration of members of Board of directors or officers.

14. No member as such shall have any proprietary interest in the property of the Association. No retiring claims.

15. The Association may acquire and take over all existing business and rights held and enjoyed by and be subject to all the obligations and liabilities of The Canadian Association of Stationary Engineers, incorporated under the provisions of the Revised Statutes of Ontario, 1877, chapter one hundred and sixty-seven, *An Act respecting Benevolent, Provident, and other Societies*, and except in so far as it may be necessary for the purposes of such transfer, the powers and authority vested in the Association under the provisions of this Act shall not be exercised or become effective until all the business and rights held and enjoyed by the said The Canadian Association of Stationary Engineers have been transferred to the Association and evidence of such transfer satisfactory to the Secretary of State of Canada has been filed with the said Secretary of State. Power to acquire provincial society.



7-8 GEORGE V.

CHAP. 83.

An Act respecting The Canadian Order of the Woodmen of the World.

[Assented to 25th July, 1917.]

WHEREAS The Canadian Order of the Woodmen of the World, hereinafter called "the Order," has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1893, c. 92;
1903, c. 206.

1. Section seven of chapter ninety-two of the statutes of 1893 is repealed. Reserve fund.

2. The moneys accumulated in the emergency fund may be placed to the credit of the reserve fund of the Order, or among the moneys paid to the Order on account of and for insurance. Emergency fund.

3. Section twelve of the said Act, as amended by section two of chapter two hundred and six of the statutes of 1903, is repealed and the following is substituted therefor:—

"**12.** A meeting of the representatives of the Order in head camp shall be held on the third Wednesday in June in each year, at such place in Canada as the head camp may from time to time determine, at which meeting a statement of the affairs of the Order shall be submitted."

Date of
annual
meeting.

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7-8 GEORGE V.

CHAP. 84.

An Act respecting a patent of Ernest Mead Baker.

[Assented to 25th July, 1917.]

WHEREAS Ernest Mead Baker has by his petition Preamble.
represented that he is the holder of a patent, number one hundred and twenty-five thousand five hundred and sixty-five, for sash structures, issued under the seal of the Patent Office of Canada, and dated the tenth day of May, one thousand nine hundred and ten; that the said patent has expired by reason of the non-payment of the fees required by the *Patent Act*; and has prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. Notwithstanding anything in the *Patent Act*, or in the patent mentioned in the preamble, the Commissioner of Patents may, within three months after the passing of this Act, receive from the said Ernest Mead Baker an application for a certificate of payment of further fees, and the usual fees for the remainder of the term of eighteen years from the date thereof, and may grant and issue to the said Ernest Mead Baker the certificate of payment of further fees provided for by the *Patent Act*, and an extension of the term of duration of the said patent, in as full and ample a manner as if the application therefor had been duly made and the fees paid within six years from the date of the issue of the said patent. Power to receive fees and extend term.

R.S., c. 69.

2. If any person has, in the period between the expiry of six years from the date of the said patent, and the twenty-fourth day of March, one thousand nine hundred and seventeen, commenced to construct, manufacture, use or sell in Canada the invention covered by the said patent, Certain rights saved.

such person may continue to construct, manufacture, use or sell the said invention in as full and ample a manner as if this Act had not been passed.

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7-8 GEORGE V.

CHAP. 85.

An Act respecting certain patents of George C. Breidert and Burton W. Mudge.

[Assented to 25th July, 1917.]

WHEREAS George C. Breidert and Burton W. Mudge, Preamble.
both of the city of Chicago, in the state of Illinois, one of the United States, have by their petition represented that under an agreement with the Auto Utilities Manufacturing Company, of the said city of Chicago, herein-after called "the Utilities Company," the Utilities Company agreed to cause to be filed in Canada applications by the said George C. Breidert for three several patents of inventions for ventilators which had been invented by the said George C. Breidert, and to prosecute the same and to procure proper assignments thereof from the said George C. Breidert, and granted to the said Burton W. Mudge exclusive rights for Canada under the said applications so to be filed and any letters patent which might be granted thereon; and whereas the said George C. Breidert, at the request of the Utilities Company, executed the said applications, namely, in March, 1914, and thereupon the said George C. Breidert and the said Burton W. Mudge, relying upon the said agreement and upon the representations made from time to time by the Utilities Company, assumed that the Utilities Company would in apt time cause said applications so executed to be filed and duly prosecuted, and relying thereon the said Burton W. Mudge has diligently taken steps to promote the manufacture, sale and use in Canada of ventilators embodying the said inventions; and whereas the said Burton W. Mudge and George C. Breidert, respectively, have only recently become aware that such applications were not filed and that no such applications have been filed or prosecuted by the Utilities Company or the said George C. Breidert, and when they became so aware, the time within which such

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applications

applications should have been filed under the provisions of the *Patent Act* had elapsed; and whereas the said Burton W. Mudge has now obtained formal assignments of said inventions and applications, and of any patent rights thereunder, from the said George C. Breidert, the inventor thereof, and has now filed with the Commissioner of Patents applications of the said George C. Breidert for patents for said inventions and assignments to the said Burton W. Mudge of the right to receive said patents, which applications were filed on the twenty-second day of January, nineteen hundred and seventeen, and are respectively numbered two hundred and eight thousand five hundred and fifty-one, two hundred and eight thousand five hundred and fifty-two, and two hundred and eight thousand five hundred and fifty-three; and whereas the said George C. Breidert and Burton W. Mudge have by their petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Power to
issue patents.

1. Notwithstanding anything to the contrary in the *Patent Act*, the Commissioner of Patents may grant and issue to Burton W. Mudge patents for the said inventions in pursuance of the said applications, respectively, as if the said applications had been duly received by the Commissioner of Patents within one year from the date of the issue of the first foreign patents granted for said inventions, respectively, and as if the assignments from the said George C. Breidert to Burton W. Mudge had been made before the said respective dates; provided that the said patents, notwithstanding anything therein, in this Act, or in the *Patent Act* contained, shall respectively cease and determine on the ninth day of June, nineteen hundred and thirty-three.

R.S., c. 69.

Certain
rights
saved.

2. If any person has since the ninth day of June, one thousand nine hundred and fourteen, and prior to the thirteenth day of January, one thousand nine hundred and seventeen, commenced the manufacture or construction in Canada of the inventions covered by the said patents, or any of them, without any license from or agreement with the said Burton W. Mudge, his assignees or privies, then such person may continue to manufacture, construct, sell and use such invention or inventions in as full and ample a manner as if this Act had not been passed.



7-8 GEORGE V.

CHAP. 86.

An Act respecting a patent of James B. King and others.

[Assented to 25th July, 1917.]

WHEREAS James B. King, William E. Hughes and Frank W. Hall, all of the city of Clyde, in the state of Ohio, in the United States of America, have by their petition represented that they are the holders of a patent issued under the seal of the Patent Office for Canada, number one hundred and twenty-eight thousand two hundred and one, dated the twentieth day of September, one thousand nine hundred and ten, for mausoleums; that the said patent has expired by reason of the non-payment of the fees required by the *Patent Act*, and have prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Preamble.

1. Notwithstanding anything in the *Patent Act*, or in the patent mentioned in the preamble, the Commissioner of Patents may, within three months after the passing of this Act, receive from the holders of the said patent an application for a certificate of payment of further fees and the usual fees for the second term or for the second and third terms for the said patent, and may grant and issue to such holders certificates of payments of further fees provided for by the *Patent Act*, and extensions of the term of duration of the said patent, in as full and ample a manner as if the application therefor had been duly made within the first six years from the date of the issue of the said patent.

Power to receive fees and to extend term.

R.S., c. 69.

2. If any person has, in the period between the expiry of six years from the date of the patent and the thirty-first

Certain rights saved.

first day of March, one thousand nine hundred and seventeen, commenced to construct, manufacture, use or sell in Canada the invention covered by the said patent, such person may continue to construct, manufacture, use or sell such invention in as full and ample a manner as if this Act had not been passed.

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7-8 GEORGE V.

CHAP. 87.

An Act respecting a certain patent of The Sharp Rotary Ash Receiver Company, Incorporated.

[Assented to 25th July, 1917.]

WHEREAS The Sharp Rotary Ash Receiver Company, Preamble.
Incorporated, has by its petition represented that it is a company duly incorporated under the laws of the state of New York, having its head office in the city of Binghampton, in the state of New York, United States of America, and that it is the owner of Canadian patent number one hundred and twenty-four thousand four hundred and ninety-four, granted on the fifteenth day of March, nineteen hundred and ten, for improvements in ash-receiving devices, and issued under the seal of the Patent Office of Canada; that the said patent has expired by reason of the non-payment of the fees required by the *Patent Act*; and whereas the said company has by its petition prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. Notwithstanding anything in the *Patent Act*, or in the patent mentioned in the preamble, the Commissioner of Patents may, within three months after the passing of this Act, receive from the holder of the said patent payment of the full fees required by the said Act for the further term of twelve years, and such payment shall avail to the same extent as if it had been made within the term for which the partial fee has been paid. Power to receive fees and extend term.

2. If any person has, in the period between the expiry of six years from the date of the said patent and the seventeenth day of February, nineteen hundred and seventeen, commenced to construct, manufacture, use or sell in Canada Certain rights saved.

the invention covered by the said patent, such person may continue to construct, manufacture, use or sell the said invention in as full and ample a manner as if this Act had not been passed.

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7-8 GEORGE V.

CHAP. 88.

An Act to authorize the issue of a patent to James Wallace Tygard.

[Assented to 25th July, 1917.]

WHEREAS James Wallace Tygard, of the city of Toronto, Preamble.
in the province of Ontario, has by his petition represented that he is the inventor of certain new and useful improvements in internal combustion engines, for which a patent in the United States of America was issued to him on the twenty-ninth day of December, one thousand nine hundred and fourteen, under the number one million one hundred and twenty-three thousand and thirty-nine; and whereas he failed to apply for a patent in Canada for the said invention within the time specified in section eight of the *Patent Act*; and whereas on the sixteenth day of March, one thousand nine hundred and seventeen, he applied to the Commissioner of Patents for a patent in Canada for the said invention; and whereas he hath prayed that it be enacted as hereinafter set forth, and it is expedient to grant the prayer of the said petition: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. Notwithstanding anything contained in the *Patent Act*, the Commissioner of Patents may grant and issue a patent in Canada for the invention applied for by the said James Wallace Tygard on the sixteenth day of March, one thousand nine hundred and seventeen, and covered by the said United States patent number one million one hundred and twenty-three thousand and thirty-nine, and the said patent, when issued, shall be of as full force and effect as if applied for within the time specified under section eight of the *Patent Act*; but the said patent, notwithstanding anything therein, or in this Act contained, shall cease and determine

Power to issue a Canadian patent.
R.S., c. 69.
Term of such patent.

determine on the twenty-ninth day of December, one thousand nine hundred and thirty-three.

Certain
rights saved.

2. If any person has, before the sixteenth day of March, one thousand nine hundred and seventeen, commenced in Canada to construct, manufacture, use or sell the invention covered by the said United States patent number one million one hundred and twenty-three thousand and thirty-nine, then such person may continue to construct, manufacture, use or sell such invention in as full and ample a manner as if this Act had not been passed.

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7-8 GEORGE V.

CHAP. 89.

An Act for the relief of Edward Austin Barnwell.

[Assented to 25th July, 1917.]

WHEREAS Edward Austin Barnwell, of the city of Preamble.
Calgary, in the province of Alberta, locomotive fore-
man, has by his petition alleged, in effect, that on the
second day of August, A.D. 1894, at Canmore, in the said
province, he was lawfully married to Clara Carey; that she
was then of Canmore aforesaid, a spinster; that his legal
domicile was then and is now in Canada; that since the said
marriage she has on divers occasions committed adultery;
that he has not connived at nor condoned the said adultery;
that there has been no collusion, directly or indirectly,
between him and her in the proceedings for divorce; and
whereas by his petition he has prayed for the passing of an
Act dissolving his said marriage, authorizing him to marry
again, and affording him such other relief as is deemed
meet; and whereas the said allegations have been proved,
and it is expedient that the prayer of his petition be granted:
Therefore His Majesty, by and with the advice and consent
of the Senate and House of Commons of Canada, enacts as
follows:—

1. The said marriage between Edward Austin Barnwell Marriage
and Clara Carey, his wife, is hereby dissolved, and shall be dissolved.
henceforth null and void to all intents and purposes whatso-
ever.

2. The said Edward Austin Barnwell may at any time Right to
hereafter marry any woman he might lawfully marry if the marry again.
said marriage with the said Clara Carey had not been
solemnized.

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7-8 GEORGE V.

CHAP. 90

An Act for the relief of Gertrude Ellen Beal.

[Assented to 25th July, 1917.]

WHEREAS Gertrude Ellen Beal, presently residing at Preamble.
the city of Toronto, in the province of Ontario, wife
of William Albrighton Beal, of the said city of Toronto,
manufacturer, has by her petition alleged, in effect, that
they were lawfully married on the nineteenth day of
September, A.D. 1906, at the said city of Toronto, she
then being Gertrude Ellen Perry, spinster; that the legal
domicile of the said William Albrighton Beal was then
and is now in Canada; that since the said marriage he
has on divers occasions committed adultery; that she has
not connived at nor condoned the said adultery; that
there has been no collusion, directly or indirectly, between
him and her in the proceedings for divorce; and whereas
by her petition she has prayed for the passing of an Act
dissolving her said marriage, authorizing her to marry
again, and affording her such other relief as is deemed
meet; and whereas the said allegations have been proved,
and it is expedient that the prayer of her petition be granted:
Therefore His Majesty, by and with the advice and consent
of the Senate and House of Commons of Canada, enacts
as follows:—

1. The said marriage between Gertrude Ellen Perry Marriage dissolved.
and William Albrighton Beal, her husband, is hereby
dissolved, and shall be henceforth null and void to all
intents and purposes whatsoever.

2. The said Gertrude Ellen Perry may at any time Right to marry again.
hereafter marry any man whom she might lawfully marry
if the said marriage with the said William Albrighton
Beal had not been solemnized.



7-8 GEORGE V.

CHAP. 91.

An Act for the relief of William Henry Bishop.

[Assented to 29th August, 1917.]

WHEREAS William Henry Bishop, of the township of Ryerson, in the district of Parry Sound, in the province of Ontario, farmer, has by his petition alleged, in effect, that on the thirtieth day of July, A.D. 1902, at Doe Lake, in the said township, he was lawfully married to Nellie Higgins, a spinster; that his legal domicile was then and is now in Canada; that since the said marriage she has on divers occasions committed adultery; that he has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by his petition he has prayed for the passing of an Act dissolving his said marriage, authorizing him to marry again, and affording him such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of his petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Preamble.

1. The said marriage between William Henry Bishop and Nellie Higgins, his wife, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever.

Marriage dissolved.

2. The said William Henry Bishop may at any time hereafter marry any woman he might lawfully marry if the said marriage with the said Nellie Higgins had not been solemnized.

Right to marry again.



7-8 GEORGE V.

CHAP. 92.

An Act for the relief of Herbert Featherstone Conover.

[Assented to 25th July, 1917.]

WHEREAS Herbert Featherstone Conover, of the town-
ship of Trafalgar, in the county of Halton, in the
province of Ontario, farmer, has by his petition alleged,
in effect, that on the ninth day of June, A.D. 1909, at the
village of Cooksville, in the said province, he was lawfully
married to Larilla A. May; that she was then of the township
of Esquesing, in the said province, a spinster; that his legal
domicile was then and is now in Canada; that since the said
marriage she has on divers occasions committed adultery;
that he has not connived at nor condoned the said adultery;
that there has been no collusion, directly or indirectly,
between him and her in the proceedings for divorce; and
whereas by his petition he has prayed for the passing of
an Act dissolving his said marriage, authorizing him to
marry again, and affording him such other relief as is deemed
meet; and whereas the said allegations have been proved,
and it is expedient that the prayer of his petition be granted:
Therefore His Majesty, by and with the advice and consent
of the Senate and House of Commons of Canada, enacts
as follows:—

Preamble.

1. The said marriage between Herbert Featherstone
Conover and Larilla A. May, his wife, is hereby dissolved,
and shall be henceforth null and void to all intents and
purposes whatsoever.

Marriage
dissolved.

2. The said Herbert Featherstone Conover may at any
time hereafter marry any woman he might lawfully marry
if the said marriage with the said Larilla A. May had not
been solemnized.

Right to
marry again.



7-8 GEORGE V.

CHAP. 93.

An Act for the relief of George Walter Sherald Garrett.

[Assented to 25th July, 1917.]

WHEREAS George Walter Sherald Garrett, of the city Preamble.
of Ottawa, in the province of Ontario, engineer,
has by his petition alleged, in effect, that on the twenty-
fourth day of September, A.D. 1897, at the town of
Champlain, state of New York, one of the United States
of America, he was lawfully married to Gertrude Lester;
that she was then of the said city of Ottawa, a spinster;
that his legal domicile was then and is now in Canada;
that in the year A.D. 1904, in the state of South Dakota,
one of the United States of America, she obtained, according
to the law of that State, a decree of divorce from him;
that on the fifteenth day of December, A.D. 1906, at Golden,
in the state of Colorado, one of the United States of America,
she went through a form of marriage with one Alfred A.
Holstrom, with whom she has since lived as his wife;
that he has not connived at nor condoned the said marriage
and her so living with the said Alfred A. Holstrom; that
there has been no collusion, directly or indirectly, between
him and her in the proceedings for divorce; and whereas
by his petition he has prayed for the passing of an Act
dissolving his said marriage, authorizing him to marry
again, and affording him such other relief as is deemed
meet; and whereas the said allegations have been proved,
and it is expedient that the prayer of his petition be granted:
Therefore His Majesty, by and with the advice and consent
of the Senate and House of Commons of Canada, enacts
as follows:—

1. The said marriage between George Walter Sherald
Garrett and Gertrude Lester, his wife, is hereby dissolved,
and shall be henceforth null and void to all intents and
purposes whatsoever. Marriage
dissolved.

Right to
marry again.

2. The said George Walter Sherald Garrett may at any time hereafter marry any woman he might lawfully marry if the said marriage with the said Gertrude Lester had not been solemnized.

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7-8 GEORGE V.

CHAP. 94.

An Act for the relief of Amy Beatrice Mathews Hilton.

[Assented to 25th July, 1917.]

WHEREAS Amy Beatrice Mathews Hilton, presently Preamble
residing at the city of Westmount, in the province of
Quebec, wife of Ernest Edward Hilton, of the city of
Montreal, in the said province, transportation agent, has
by her petition alleged, in effect, that they were lawfully
married on the sixteenth day of May, A.D. 1906, at the
said city of Montreal, she then being Amy Beatrice Mathews,
spinster; that the legal domicile of the said Ernest Edward
Hilton was then and is now in Canada; that since the said
marriage he has on divers occasions committed adultery;
that she has not connived at nor condoned the said adultery;
that there has been no collusion, directly or indirectly,
between him and her in the proceedings for divorce; and
whereas by her petition she has prayed for the passing of an
Act dissolving her said marriage, authorizing her to marry
again, and affording her such other relief as is deemed meet;
and whereas the said allegations have been proved, and it is
expedient that the prayer of her petition be granted: There-
fore His Majesty, by and with the advice and consent of the
Senate and House of Commons of Canada, enacts as
follows:—

1. The said marriage between Amy Beatrice Mathews Marriage dissolved.
and Ernest Edward Hilton, her husband, is hereby dissolved,
and shall be henceforth null and void to all intents and
purposes whatsoever.

2. The said Amy Beatrice Mathews may at any time Right to marry again.
hereafter marry any man whom she might lawfully marry
if the said marriage with the said Ernest Edward Hilton had
not been solemnized.



7-8 GEORGE V.

CHAP. 95.

An Act for the relief of Charles Frederick Reuben Jones.

[Assented to 25th July, 1917.]

WHEREAS Charles Frederick Reuben Jones, of the city of Westmount, in the province of Quebec, sales manager, has by his petition alleged, in effect, that on the tenth day of September, A.D. 1898, at the city of Quebec, in the said province, he was lawfully married to Mary Eleanor Murray; that she was then of the said city of Quebec, a spinster; that his legal domicile was then and is now in Canada; that since the said marriage she has on divers occasions committed adultery; that he has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by his petition he has prayed for the passing of an Act dissolving his said marriage, authorizing him to marry again, and affording him such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of his petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Preamble.

1. The said marriage between Charles Frederick Reuben Jones and Mary Eleanor Murray, his wife, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever.

Marriage dissolved.

2. The said Charles Frederick Reuben Jones may at any time hereafter marry any woman he might lawfully marry if the said marriage with the said Mary Eleanor Murray had not been solemnized.

Right to marry again.



7-8 GEORGE V.

CHAP. 96.

An Act for the relief of Thomas Edwin Jory.

[Assented to 25th July, 1917.]

WHEREAS Thomas Edwin Jory, of Riceton, in the Preamble.
province of Saskatchewan, farmer, has by his
petition alleged, in effect, that on the fourth day of
November, A.D. 1890, at the township of Smith, in the
county of Peterborough, in the province of Ontario, he was
lawfully married to Eliza Fairbairn; that she was then of
the said township of Smith, a spinster; that his legal
domicile was then and is now in Canada; that since the
said marriage she has on divers occasions committed
adultery; that he has not connived at nor condoned the said
adultery; that there has been no collusion, directly or
indirectly, between him and her in the proceedings for
divorce; and whereas by his petition he has prayed for the
passing of an Act dissolving his said marriage, authorizing
him to marry again, and affording him such other relief as
is deemed meet; and whereas the said allegations have been
proved, and it is expedient that the prayer of his petition
be granted: Therefore His Majesty, by and with the advice
and consent of the Senate and House of Commons of Canada,
enacts as follows:—

1. The said marriage between Thomas Edwin Jory and
Eliza Fairbairn, his wife, is hereby dissolved, and shall be
henceforth null and void to all intents and purposes what-
soever. Marriage dissolved.

2. The said Thomas Edwin Jory may at any time here-
after marry any woman he might lawfully marry if the said
marriage with the said Eliza Fairbairn has not been
solemnized. Right to marry again.



7-8 GEORGE V.

CHAP. 97.

An Act for the relief of Florence Amelia Kennedy.

[Assented to 25th July, 1917.]

WHEREAS Florence Amelia Kennedy, presently residing Preamble.
at the city of Kingston, in the province of Ontario,
wife of Charles John Kennedy, of the township of Pitts-
burgh, county of Frontenac, in the province of Ontario,
farmer, has by her petition alleged, in effect, that they were
lawfully married on the eighteenth day of October, A.D.
1899, at the town of Brockville, in the said province,
she then being Florence Amelia Kincaid, spinster; that
the legal domicile of the said Charles John Kennedy was
then and is now in Canada; that since the said marriage
he has committed adultery; that she has not connived
at nor condoned the said adultery; that there has been no
collusion, directly or indirectly, between him and her in
the proceedings for divorce; and whereas by her petition
she has prayed for the passing of an Act dissolving her
said marriage, authorizing her to marry again, and affording
her such other relief as is deemed meet; and whereas the
said allegations have been proved, and it is expedient that
the prayer of her petition be granted: Therefore His Majesty,
by and with the advice and consent of the Senate and
House of Commons of Canada, enacts as follows:—

1. The said marriage between Florence Amelia Kincaid Marriage dissolved.
and Charles John Kennedy, her husband, is hereby dissolved,
and shall be henceforth null and void to all intents and
purposes whatsoever.

2. The said Florence Amelia Kincaid may at any time Right to marry again.
hereafter marry any man whom she might lawfully marry
if the said marriage with the said Charles John Kennedy
had not been solemnized.

OTTAWA: Printed by JOSEPH DE LABROQUERIE TACHÉ, Law Printer
to the King's most Excellent Majesty.



7-8 GEORGE V.

CHAP. 98.

An Act for the relief of Rozilla Lamb.

[Assented to 29th August, 1917.]

WHEREAS Rozilla Lamb, presently residing at the city Preamble.
of Toronto, in the province of Ontario, wife of
George Alfred Lamb, of the said city, machinist, has by her
petition alleged, in effect, that they were lawfully married
on the twenty-fifth day of September, A.D. 1907, at the
said city of Toronto, she then being Rozilla McHattie,
spinster; that the legal domicile of the said George Alfred
Lamb was then and is now in Canada; that since the said
marriage he has on divers occasions committed adultery;
that she has not connived at nor condoned the said adultery;
that there has been no collusion, directly or indirectly,
between him and her in the proceedings for divorce; and
whereas by her petition she has prayed for the passing of
an Act dissolving her said marriage, authorizing her to
marry again, and affording her such other relief as is deemed
meet; and whereas the said allegations have been proved,
and it is expedient that the prayer of her petition be granted:
Therefore His Majesty, by and with the advice and consent
of the Senate and House of Commons of Canada, enacts as
follows:—

1. The said marriage between Rozilla McHattie and Marriage
dissolved.
George Alfred Lamb, her husband, is hereby dissolved, and
shall be henceforth null and void to all intents and purposes
whatsoever.

2. The said Rozilla McHattie may at any time hereafter Right to
marry again.
marry any man whom she might lawfully marry if the said
marriage with the said George Alfred Lamb had not been
solemnized.



7-8 GEORGE V.

CHAP. 99.

An Act for the relief of Florence Evaline Snyder Lockwood.

[Assented to 25th July, 1917.]

WHEREAS Florence Evaline Snyder Lockwood, presently Preamble.
residing at the city of Montreal, in the province of
Quebec, wife of Edward Lockwood, of the said city of
Montreal, mechanic, has by her petition alleged, in effect,
that they were lawfully married on the tenth day of April,
A.D. 1903, at the said city of Montreal, she then being
Florence Evaline Snyder, spinster; that the legal domicile
of the said Edward Lockwood was then and is now in
Canada; that since the said marriage he has on divers
occasions committed adultery; that she has not connived at
nor condoned the said adultery; that there has been no
collusion, directly or indirectly, between him and her in
the proceedings for divorce; and whereas by her petition
she has prayed for the passing of an Act dissolving her said
marriage, authorizing her to marry again, and affording her
such other relief as is deemed meet; and whereas the said
allegations have been proved, and it is expedient that the
prayer of her petition be granted: Therefore His Majesty,
by and with the advice and consent of the Senate and House
of Commons of Canada, enacts as follows:—

1. The said marriage between Florence Evaline Snyder Marriage
dissolved.
and Edward Lockwood, her husband, is hereby dissolved,
and shall be henceforth null and void to all intents and
purposes whatsoever.

2. The said Florence Evaline Snyder may at any time Right to
marry again.
hereafter marry any man whom she might lawfully marry if
the said marriage with the said Edward Lockwood had not
been solemnized.



7-8 GEORGE V.

CHAP. 100.

An Act for the relief of George Maisey.

[Assented to 25th July, 1917.]

WHEREAS George Maisey, of the town of Walkerville, Preamble.
in the province of Ontario, engineer, has by his petition alleged, in effect, that on the thirtieth day of November, A.D. 1905, at the town of Amherstburg, in the said province, he was lawfully married to Lulu Drusella Chamberlain, a spinster; that his legal domicile was then and is now in Canada; that since the said marriage she has on divers occasions committed adultery; that he has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by his petition he has prayed for the passing of an Act dissolving his said marriage, authorizing him to marry again, and affording him such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of his petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The said marriage between George Maisey and Lulu Drusella Chamberlain, his wife, is hereby dissolved, Marriage dissolved. and shall be henceforth null and void to all intents and purposes whatsoever.

2. The said George Maisey may at any time hereafter marry any woman he might lawfully marry if the said marriage with the said Lulu Drusella Chamberlain had not been solemnized. Right to marry again.



7-8 GEORGE V.

CHAP. 101.

An Act for the relief of Delbert Ralph O'Neil.

[Assented to 25th July, 1917.]

WHEREAS Delbert Ralph O'Neil, of the city of Calgary, Preamble.
in the province of Alberta, has by his petition alleged, in effect, that on the first day of June, A.D. 1910, at the said city of Calgary, he was lawfully married to Rosena Ella Doolin; that she was then of the said city of Calgary, a spinster; that his legal domicile was then and is now in Canada; that since the said marriage she has on divers occasions committed adultery; that he has not connived at nor condoned the said adultery; that there has been no collusion, directly or indirectly, between him and her in the proceedings for divorce; and whereas by his petition he has prayed for the passing of an Act dissolving his said marriage, authorizing him to marry again, and affording him such other relief as is deemed meet; and whereas the said allegations have been proved, and it is expedient that the prayer of his petition be granted: Therefore His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The said marriage between Delbert Ralph O'Neil and Rosena Ella Doolin, his wife, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever. Marriage dissolved.

2. The said Delbert Ralph O'Neil may at any time hereafter marry any woman he might lawfully marry if the said marriage with the said Rosena Ella Doolin had not been solemnized. Right to marry again.



7-8 GEORGE V.

CHAP. 102.

An Act for the relief of John Bassnett Parker.

[Assented to 25th July, 1917.]

WHEREAS John Bassnett Parker, of the city of Toronto, Preamble.
in the province of Ontario, electrician, has by his
petition alleged, in effect, that on the third day of January,
A.D. 1907, at the parish of Kingston, Island of Jamaica, he
was lawfully married to Margaret Jessie Braithwaite; that
she was then of the said parish of Kingston, a spinster; that
his legal domicile is now in Canada; that since the said
marriage she has on divers occasions committed adultery;
that he has not connived at nor condoned the said adultery;
that there has been no collusion, directly or indirectly,
between him and her in the proceedings for divorce; and
whereas by his petition he has prayed for the passing of an
Act dissolving his said marriage, authorizing him to marry
again, and affording him such other relief as is deemed meet;
and whereas the said allegations have been proved, and it is
expedient that the prayer of his petition be granted: There-
fore His Majesty, by and with the advice and consent of the
Senate and House of Commons of Canada, enacts as follows:—

1. The said marriage between John Bassnett Parker and
Margaret Jessie Braithwaite, his wife, is hereby dissolved,
and shall be henceforth null and void to all intents and
purposes whatsoever. Marriage
dissolved.

2. The said John Bassnett Parker may at any time here-
after marry any woman he might lawfully marry if the said
marriage with the said Margaret Jessie Braithwaite had not
been solemnized. Right to
marry again.



7-8 GEORGE V.

CHAP. 103.

An Act for the relief of Colin Darrach Poole.

[Assented to 25th July, 1917.]

WHEREAS Colin Darrach Poole, of the city of Toronto, Preamble.
in the province of Ontario, manager, has by his
petition alleged, in effect, that on the twenty-sixth day of
April, A.D. 1897, at the said city of Toronto, he was lawfully
married to Catherine Presnail; that she was then of the
said city of Toronto, a spinster; that his legal domicile
was then and is now in Canada; that since the said marriage
she has on divers occasions committed adultery; that he
has not connived at nor condoned the said adultery; that
there has been no collusion, directly or indirectly, between
him and her in the proceedings for divorce; and whereas
by his petition he has prayed for the passing of an Act
dissolving his said marriage, authorizing him to marry again,
and affording him such other relief as is deemed meet;
and whereas the said allegations have been proved, and it
is expedient that the prayer of his petition be granted:
Therefore His Majesty, by and with the advice and consent
of the Senate and House of Commons of Canada, enacts
as follows:—

1. The said marriage between Colin Darrach Poole and Catherine Presnail, his wife, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever. Marriage dissolved.

2. The said Colin Darrach Poole may at any time hereafter marry any woman he might lawfully marry if the said marriage with the said Catherine Presnail had not been solemnized. Right to marry again.



7-8 GEORGE V.

CHAP. 104.

An Act for the relief of John Newton Salter.

[Assented to 29th August, 1917.]

WHEREAS John Newton Salter, of the village of Preamble.
Winchester, in the province of Ontario, labourer,
has by his petition alleged, in effect, that on the twenty-
ninth day of June, A.D. 1904, at the village of Iroquois, in
the said province, he was lawfully married to Elizabeth
Keck, a spinster; that his legal domicile was then and is now
in Canada; that since the said marriage she has on divers
occasions committed adultery; that he has not connived at
nor condoned the said adultery; that there has been no
collusion, directly or indirectly, between him and her in the
proceedings for divorce; and whereas by his petition he
has prayed for the passing of an Act dissolving his said
marriage, authorizing him to marry again, and affording him
such other relief as is deemed meet; and whereas the said
allegations have been proved, and it is expedient that the
prayer of his petition be granted: Therefore His Majesty,
by and with the advice and consent of the Senate and House
of Commons of Canada, enacts as follows:—

1. The said marriage between John Newton Salter and Marriage
Elizabeth Keck, his wife, is hereby dissolved, and shall be dissolved.
henceforth null and void to all intents and purposes whatso-
ever.

2. The said John Newton Salter may at any time here- Right to
after marry any woman he might lawfully marry if the said marry again.
marriage with the said Elizabeth Keck had not been
solemnized.



7-8 GEORGE V.

CHAP. 105.

An Act for the relief of Donald George Whibley.

[Assented to 25th July, 1917.]

WHEREAS Donald George Whibley, presently of the Preamble.
city of Montreal, in the province of Quebec,
purchasing agent, has by his petition alleged, in effect,
that on the thirtieth day of July, A.D. 1907, at the said city
of Montreal, he was lawfully married to Frances Lilian
Owen; that she was then of the said city of Montreal, a
spinster; that his legal domicile was then and is now in
Canada; that since the said marriage she has on divers
occassions committed adultery; that he has not connived
at nor condoned the said adultery; that there has been no
collusion, directly or indirectly, between him and her in
the proceedings for divorce; and whereas by his petition he
has prayed for the passing of an Act dissolving his said
marriage, authorizing him to marry again, and affording
him such other relief as is deemed meet; and whereas the
said allegations have been proved, and it is expedient that
the prayer of his petition be granted: Therefore His Majesty,
by and with the advice and consent of the Senate and House
of Commons of Canada, enacts as follows:—

1. The said marriage between Donald George Whibley and Frances Lilian Owen, his wife, is hereby dissolved, and shall be henceforth null and void to all intents and purposes whatsoever. Marriage dissolved.

2. The said Donald George Whibley may at any time hereafter marry any woman he might lawfully marry if the said marriage with the said Frances Lilian Owen had not been solemnized. Right to marry again.

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